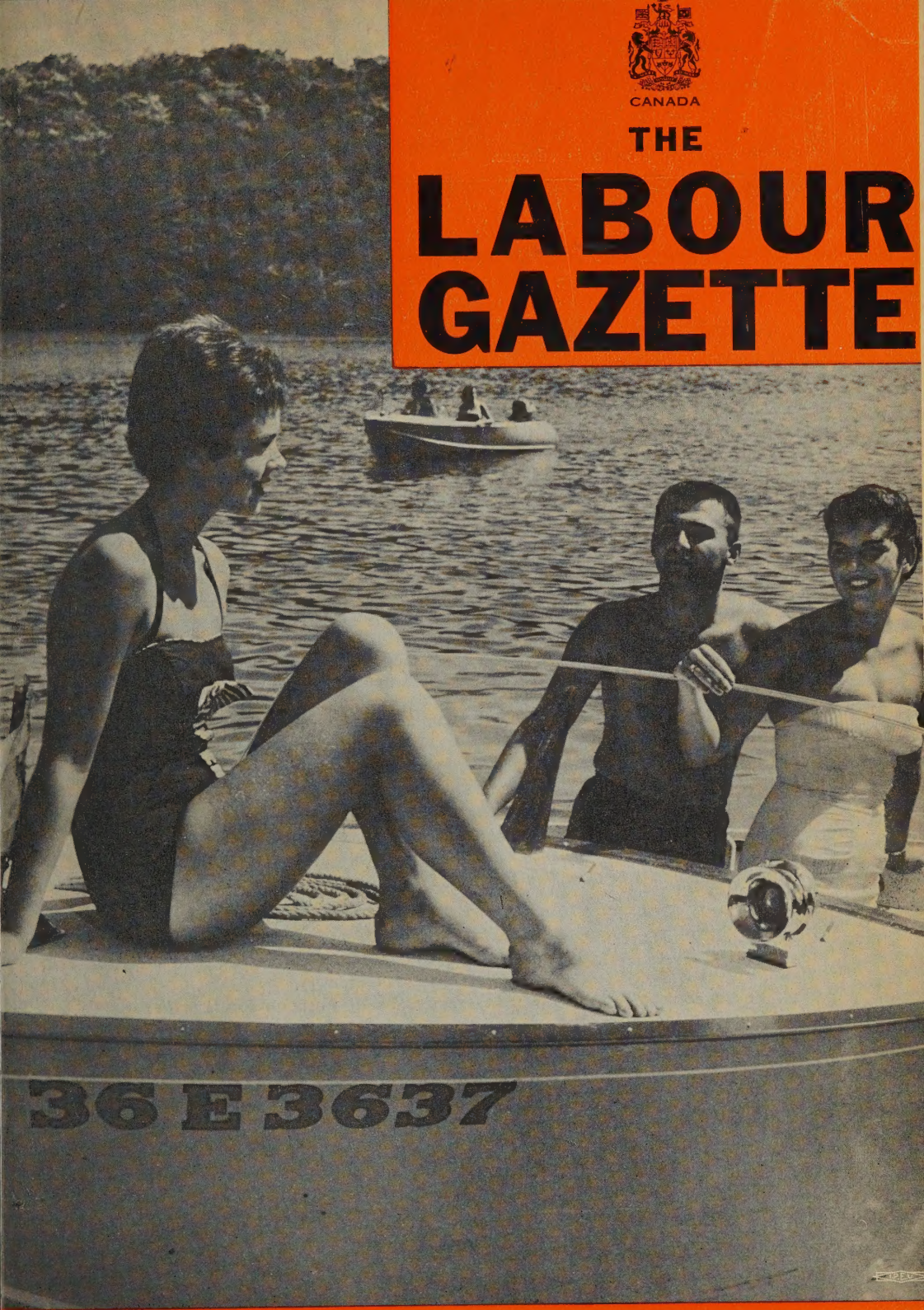
CANADA

THE LABOUR GAZETTE



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(Continued on page three of cover)

COPY A

THE LABOUR GAZETTE

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Hon. Allan J. MacEachen, Minister — George V. Haythorne, Deputy Minister

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Government Employees Compensation Act

More than 18,000 federal government employees were injured on job during last fiscal year, preliminary report of Accident Prevention and Compensation Branch shows; 17 employees killed

More than 18,000 federal government employees suffered injuries on the job during the fiscal year 1962-63, it was shown in a preliminary report last month on work injuries in the federal public service.

Most of the injuries were minor ones, but 6,273 were serious enough to keep employees away from work for various lengths of time. During the year the number of days lost was more than 100,000, equivalent to the year-round employment of 420 persons.

In the 12-month period, 17 government employees were killed on the job, and another 18 suffered permanent disabilities.

On the basis of the number of people covered, 1 federal employee in 13 had an accident of some kind during the year, and 1 in 39 had an accident causing loss of time. About 1 in 2,250 made a claim of permanent disability and about 1 in 14,000 died as a result of an accident on the job.

227,000 Employees

The report covers 227,000 employees of government departments, crown corporations and other federal agencies all across the country. These employees are protected by the Government Employees Compensation Act—administered by the Department of Labour—which provides for accident compensation to federal employees through the facilities of provincial Workmen's Compensation Boards.

Federal employees work at just about every kind of job carried on in Canada, including some found only in the public service, and their jobs often take them to the most remote parts of the country.

Many of these jobs are more hazardous than the average. For instance, government employees work on surveys by air, land and water. They work underwater on projects connected with harbours and defence. Some mine or process radioactive materials, others manufacture munitions. Many work in research on and development of explosives, chemicals, or weapons.

Most of the accidents last year, from bruised shins to fatal injuries, had one thing in common: like most industrial accidents, almost all could have been prevented by a little more caution by the injured persons, or by a better application by their supervisors of proved safety practices.

Most of the year's injuries could not be blamed on unusual hazards, freak accidents or even plain bad luck. Rather, they were caused by conditions that are only too familiar to safety experts, for example, improperly arranged work places, poor lighting, or improper instruction in the use of equipment.

Advisory Service

The Accident Prevention and Compensation Branch of the Department, which offers a safety advisory service to government departments and agencies, reports that a number of them are achieving some success in reducing accidents, although the ratio of accidents to employees has remained fairly constant in recent years.

Because government jobs continue to change and grow more complex, the Branch plans to promote accident prevention much more vigorously in the future to ensure the safety of government employees and to reduce the direct and indirect costs of accidents.

A source of serious concern is the fact that the proportion of disabling accidents was higher than the year before, even though the total number of accidents dropped slightly. These accidents not only cause the most suffering, but are the most costly.

Costs of Accidents

Direct costs of accidents during the year, including compensation, hospital and medical costs, and administration expenses of provincial workmen's compensation boards, totalled about $3,690,000, or $16 for every employee covered by the Act. This was about 8 per cent higher than the year before.

Indirect costs of industrial accidents are even more serious in the long run, according to the Branch. These indirect costs, caused by lost time, disruption of work, and damage and loss of material and equipment, are estimated to amount to four times the direct costs.

Thirty federal bodies reported no accident claims at all during the year.

From the Labour Gazette, August 1913

50 Years Ago This Month

Railroad Telegraphers convention recommends withdrawal from Trades and Labour Congress because TLC had voted to demand repeal of the Industrial Disputes Investigation Act of 1907

A move by the Order of Railroad Telegraphers to sever its connection with the Trades and Labour Congress of Canada in consequence of its disapproval of the action of the Congress in regard to the Industrial Disputes Investigation Act, 1907, was reported in the August 1913 LABOUR GAZETTE.

The union's journal, the *Railroad Telegrapher,* had published an account of the proceedings of "the ninth biennial and 19th regular session of the Grand Division of the Order," held in Baltimore, Md., on May 12 to May 21, 1913.

The recommendation that the convention should authorize the withdrawal of the Railroad Telegraphers from the Congress came from D. Campbell, Toronto, Third Vice-President of the Order. Mr. Campbell, speaking at the convention, strongly objected to the action of the TLC convention in September 1912 in voting to instruct the executive of the Congress to demand the repeal of the IDI Act.

Regarding the Act, Mr. Campbell said in part, "We have not asked its assistance directly in matters of legislation during our four years' connection with it. The Industrial Disputes Investigation Act has been of considerable benefit to our organization, as well as to most of the organizations coming under its application which are affiliated with the Congress. Notwithstanding this, the Congress voted instructing the executive to demand its repeal. Those who were loudest in denouncing the Act, and demanding its repeal, were the organizations to which the Act does not apply at all. With the exception of the United Mine Workers, none of the organizations to whom the Act applies were in favour of its repeal. In view of these circumstances, I recommend that this convention authorize the withdrawal of our organization from the Congress, as our money can be used to better advantage for the telegraphers in some other way."

The Telegraphers' convention adopted Mr. Campbell's recommendation.

Railway Construction

Construction of new railway lines was still in full swing in various parts of Canada in 1913. During July that year a large number of men had been employed on the transcontinental railway between Winnipeg and Quebec, and there remained only a short distance on which steel had to be laid, the LABOUR GAZETTE for August 1913 reported.

"On the Canadian Pacific Railway, work preliminary to the driving of the tunnel over five miles long through Rogers Pass at the summit of the Selkirk Range was commenced during July. Work was actively carried on in double-tracking the Canadian Pacific lines in Saskatchewan, and 1,600 men were employed on the lines between Indian Head and Swift Current. It is announced that $100,000,000 will be spent this year on improvements on the Canadian Pacific system, including additional mileage, rolling stock, terminal facilities, steamships, hotels, etc.," the report said.

More than 4,000 men were employed in laying steel on the Grand Trunk Railway, and the track had been laid for more than 1,000 miles west of Winnipeg. Meanwhile, track was being laid down from Prince Rupert to join up with it.

On the Canadian Northern Railway, nearly all the track had been laid between Ottawa and Toronto. The grading was almost completed, and the bridges had been finished. Work was also going on at several points between Edmonton and Vancouver, and nearly 9,000 men were reported to be engaged on the various sections in the mountains. Work was being carried out at the Hudson Bay terminal, and rapid progress was being made on an extension to the Timiskaming and Northern Ontario Railway in the neighbourhood of Iroquois Falls.

Statistics compiled from reports received from 51 steam railways and 36 electric railways operating in Canada in 1912 showed that 21,308,571 cross-ties, valued at $9,373,869, had been bought by Canadian railways in 1912. About four fifths of these were cut in Canada; the rest were imported.

The August 1913 number also said, "The Canadian Pacific Railway this season added 620 chefs and waiters to their staff. While these were engaged in Montreal, they are spread over all the system."

69832-4—1½

Participant in 1st ILO Conference, Dr. W. A. Riddell Dead at 81

Dr. Walter A. Riddell, former Deputy Minister of Labour for Ontario, who was an adviser to the government delegates at the first International Labour Conference in Washington in 1919, died last month at the age of 81.

Dr. Riddell, whose career embraced labour relations, diplomacy, religion and university teaching, had also served as first chief of the International Labour Organization's agricultural service and for 12 years as Canadian representative on the assembly of the League of Nations.

To commemorate the 40th anniversary of the founding of the International Labour Organization, Dr. Riddell wrote especially for the LABOUR GAZETTE an article, "Canada and the First Year of the ILO," in which he described Canada's participation in the founding conference (L.G. 1959, p. 1258).

Dr. Riddell was educated at the University of Manitoba, carried on postgraduate work at Columbia University, and also studied at Union Theological Seminary in New York.

He was labour adviser to the Ontario Government during the First World War, and in 1919 became the province's first Deputy Minister of Labour. He brought the Ontario Mothers Allowance Act into being. He also recommended and drew up Ontario's pioneer Minimum Wage Act. As a result of his advice, the federal employment service was founded in 1918.

In 1920, he began his career in Geneva, which was to last 17 years. He then was sent to Washington as counsellor to the Canadian embassy. In 1940, he became Canada's first High Commissioner to New Zealand.

When Dr. Riddell retired in 1946, he founded a department of international relations at the University of Toronto, which he also directed.

Leader of 1949 Asbestos Strike, CNTU's Daniel Lessard Dies

One of the leaders of the 1949 asbestos strike, Daniel Lessard, died suddenly at Thetford Mines, in the Eastern Townships, on July 7, at the age of 44 years.

Mr. Lessard, who was a Vice-President of the Confederation of National Trade Unions since 1957, Secretary-Treasurer of the National Federation of Mining Industry Workers since 1946, and President of the Thetford Mines Central Council since 1953, had worked as a miner from 1936 to 1946. He had been a union officer since his election as President of the Thetford Mines local almost 20 years ago.

Arrested under a charge of conspiracy during the asbestos strike, he was later released for lack of evidence.

Three Employer Organizations In Britain Plan Amalgamation

Three large British employers' organizations are to be amalgamated into a single body to provide employers with a single voice, just as the General Council of the Trades Union Congress does for organized labour.

The Federation of British Industries, the British Employers' Confederation, and the National Association of British Manufacturers last month invited two "distinguished personalities" to accept the task of drawing up a constitution for a "national industrial organization."

Among the suggested purposes of the new organization are:

—To provide for industry the means of formulating, making known and influencing general policy in regard to economic, fiscal, commercial, labour, social and technical questions, and to act as a national point of reference for those seeking industry's views:

—To provide advice, information and services to British industry to that end.

Actual union may not take place before the end of next year.

CNTU's Education Director Serves ILO in Central African Republic

Fernand Jolicoeur, Director of Education, Confederation of National Trade Unions, has just completed a two-month posting with the International Labour Office as workers' education expert in Bangui, by arrangement between the ILO and the Government of the Central African Republic.

Mr. Jolicoeur's duties were to study the requirements of workers' education, in collaboration with the trade union movement and the public authorities, and to expand the training programs of trade unionists at various levels and to make recommendations on administrative requirements to carry out the work of expanded programs.

U.S. Air Line, Railway Clerks Agree To Arbitration If Conciliation Fails

An agreement that provides for final and binding arbitration in any dispute after the machinery of the U.S. Railway Labor Act has been exhausted was signed last month by Pan American World Airways and the Brotherhood of Railway and Steamship Clerks. The signing took place in the office of U.S. Secretary of Labor W. Willard Wirtz, who also signed the agreement.

Under the agreement, if the mediation machinery of the Railway Labor Act fails to produce a settlement of disputes over changes in rates of pay, rules or working conditions, either party may request the National Mediation Board to proffer arbitration. The parties to the dispute will each appoint a member of the board of arbitration, and these two will appoint a chairman. If they cannot agree on a chairman, either arbitrator may request the Mediation Board to furnish a list of five persons.

Each of the arbitrators appointed by the parties shall in turn eliminate one name from the list until only one remains. The remaining person shall be chairman of the board of arbitration.

The company agrees not to lock out any employees represented by the union, and the Brotherhood agrees not to call any strike or slowdown.

Two Labour Men Appointed To Government Commissions

Two labour officers were appointed last month to new government bodies. Jean Marchand, President of the Confederation of National Trade Unions, was appointed a member of the 10-man federal Royal Commission for the study of biculturalism in Canada.

Gordon Milling, of the Canadian Research Department, United Steelworkers of America, was appointed to the six-member Pension Commission of Ontario. The Commission was formed to administer the province's portable pensions program.

Mr. Marchand is also a member of the National Employment Committee, Unemployment Insurance Commission, and of the Economic Planning Council of Quebec.

Father Dion Resigns as Director, Laval's Industrial Relations Centre

Rev. Gérard Dion has resigned as Director of the Industrial Relations Department of Laval University to devote himself to teaching. He will, however, retain his post as Editor of *Industrial Relations,* the quarterly published by the Department.

Father Dion has been with that Department of the Social Science Faculty for the past 18 years.

In Parliament Last Month

(Page numbers refer to Hansard)

The report of the industrial inquiry commission appointed to investigate and report on the disruption of shipping in the Great Lakes and the St. Lawrence River system (Norris Commission) was tabled on July 15 by the Minister of Labour (p. 2167). Officials of his own and other departments would be examining the report and its recommendations to see what further action was necessary, the Minister said.

On July 18, the Minister of Labour informed the House that the Government had set up a committee consisting of the Deputy Ministers of Justice, Transport and Labour, and the Under Secretary of State for External Affairs, to consider the Norris report and to bring forward without delay proposals for study by the Government (p. 2327).

The Minister of Justice on the same day announced that, in accordance with the recommendations of the Norris report, special counsel would be appointed immedately "to review all the facts and advise whether charges should be laid against any persons for conspiracy to prevent, by unlawful means, persons from working in the business of shipping; or for conspiracy to commit indictable offences, particularly offences involving violence; or for offences under the Industrial Relations and Disputes Investigation Act (p. 2327).

Bill C-80, to amend the Atlantic Development Board Act to increase the number of members of the Board to eleven from five, and to establish an Atlantic development fund to be credited with the sum of $100,000,000, was introduced and given first (p. 1816), second (p. 2015) and third reading (p. 2085).

Among the bills read the second and third time and passed was Bill C-74 to establish a Department of Industry (p. 1692-1874). The bill was also among those given Royal Assent (p. 2498).

On June 26, the Minister of Mines and Technical Surveys announced the Government's intention to introduce during the present session legislation that would give assurance to the coal industry that the existing subvention policy would be continued for five years (p. 1577).

On July 2, the Minister of Trade and Commerce announced the extension from July 1 to October 1, 1963 of the time limit for filing of returns by firms and unions under the Corporations and Labour Unions Returns Act (p. 1723).

Labour Day Messages

Hon. Allan J. MacEachen

Minister of Labour

Probably the most important single development affecting labour and management over the past few years has been the rapid spread of technological change.

Although automation and other advances promise great benefits in the way of higher standards of living and more leisure time, they also bring with them many problems that demand the most serious consideration and attention by both labour and management. This concern has lead to a more active spirit of co-operation and both parties have been examining their relations with each other; their attitudes and policies have been changing.

Changes are inevitable. They cannot be halted. But we cannot wait for them to overtake us; we must try by intelligent planning to take some of the uncertainty out of the future, and by anticipating events ensure that we extract the maximum of good and the minimum of hardship from them.

In recent months we have seen labour, management and governments sitting down together to find ways of resolving the long-term problems of income and employment security, and of increasing the adaptability of labour in the face of constantly changing manpower requirements.

Joint consultation in industry at the plant level is not a new idea in Canada. Today, however, this kind of consultation is taking place at all levels of labour and management, in a spirit of sincerity and co-operation that is one of the most encouraging developments in the labour relations history of this country.

Early last summer I announced an employment and manpower development program designed to reduce unemployment, promote manpower development and increase employment security. This program recognizes the growing importance of joint union-management solutions to current problems by setting up a Manpower Development Service in the Department of Labour to help management and unions find ways of promoting greater employment security.

We intend to give financial help to unions and employers for research on technological changes before they take place, and we will also provide a re-employment incentive to help workers, and their dependents, displaced by industrial change.

We are stepping up our support of various forms of technical and vocational training. In particular, we are increasing the federal contribution toward training of unemployed workers, and toward re-employment and training for older workers who have difficulty in finding satisfactory jobs.

We are co-ordinating federal government efforts to fight winter unemployment so as to make them more effective, and we have added a new winter house building incentive in the form of a direct payment to the first purchaser of houses built substantially in the winter months. This will increase winter employment directly, and will stimulate the economy in general as well.

While organized labour is preparing to deal with the problems of the future in a newly-developing relationship with employers, it has still much to do in its fundamental task of organization and of raising basic standards.

As part of this task, it has always taken upon itself the duty of keeping its own house in order. In the disputes that have brought so much trouble on the Great Lakes and the St. Lawrence Seaway, however, the international scope of the problem led labour to be the first to demand a government investigation. That investigation records that the great body of organized labour fought staunchly, and often with considerable individual courage, for law, order and good unionism.

The report of the industrial enquiry commission proposed an extraordinary remedy, that of a trusteeship. Four of the five unions mainly involved indicated their willingness to accept such action. It shows how serious they consider the situation to be and it is a measure of their desire to get the problem cleaned up and get on with more normal and constructive work.

In view of the fact that all of its affiliates concerned have accepted the recommendation for a trusteeship, and on the understanding that the trusteeship would be temporary and that the legislation providing for it would contain other safeguards including the progressive removal of the trusteeship, the Canadian Labour Congress assured the government of its co-operation.

Trusteeship, which is a device used by the unions themselves to control and rehabilitate delinquent local unions, is a distasteful remedy to deal with a repugnant situation. Fortunately, nearly everyone has realized that action along these lines is a necessity.

It is to be sincerely hoped that the decision to establish a trusteeship will lead

to a full resolution of the serious problems that have arisen in both Canada and the United States over the past three shipping seasons.

I also announced that legislation would be introduced at the fall session of Parliament to put this measure into effect. This time is needed, because the legislation must be worked out in detail to suit this specific situation.

The trustees' task will not be easy. It can be helped immeasurably by good will and patience on the part of the unions, and their members, who will benefit when order is restored to this vital part of our economy.

Claude Jodoin

President, Canadian Labour Congress

Labour Day is more than a holiday—it is a time for rededication of the labour movement in its efforts on behalf of all mankind. The fact that on this day many hundreds of thousands of workers and their families enjoy a time of relaxation and enjoyment takes nothing away from this serious purpose of our movement. One of the objectives of organized labour over the years has been to enable people to find more in life than toil, and considerable progress has been made in this regard.

At the same time we are very conscious that a great many Canadians are still deprived of the opportunity to work because of the toll of unemployment.

Labour Day marks the turn of the season and brings with it the approach of a period when unemployment rates traditionally rise. There has been a growing awareness of the seriousness of this situation; but, in the view of our organization, there has not yet been a realistic approach to finding a solution.

Certain steps have been taken to strengthen the Winter Works Incentive Program; but they are far from adequate. In some instances other steps have been taken by the Government which may counteract the intended benefits. There is need now, before the snow flies, for a far more extensive and imaginative program to curb the waste of winter idleness.

This, however, is still only one of several forms of unemployment from which we have been suffering for some time. There is the unemployment which results from structural changes in our economy. Where such situations arise there should be special assistance to industries which show hope of continuing. If an industry finds itself doomed by changing conditions, then adequate provision must be made for retraining or relocating workers, or perhaps both.

In some parts of the country we are faced with particular situations in an area or a community. Tax incentives alone are inadequate to meet the needs of such situations. These problems call for a program related to the economic resources of the area and designed on a long-term basis to provide people with work at decent wages.

The welfare of all parts of Canada depends on our welfare as a whole and the need now—as never before—is for bold, imaginative and realistic approaches.

It is the hope of the Canadian Labour Congress that the Economic Council of Canada may provide an avenue for a more co-operative approach to these and other problems which face us as an industrial nation.

A great deal has been heard during the past year about new developments in labour-management relations in Canada. It is likely that even more will be heard during the next year.

Certainly there is need for an improvement in these relations. Some limited progress has already been made. There is increasing recognition of the possibilities of men of good will from both sides of the bargaining table getting together to discuss matters of mutual concern. These approaches must be on a sound basis. Many of us feel that the only way such relationships can be soundly developed is from a firm base at the national level. The need of the moment is for exploration of the areas in which labour and management can usefully work together.

Instances in which management uses all available means to fight the formation and continuation of free trade unions are a serious handicap to such improvements. Although there has been a reduction of this type of anti-union activity, it is, regrettably, still quite extensive in Canada.

The Canadian Labour Congress is quite prepared to play its full role in the development of better relationships. We do this while retaining to the full our right to press for that which we believe to be just and right for the people.

There will not be the slightest easing of our efforts to obtain proper wage rates, to establish good working conditions, and

to advance social benefits. The program of the Canadian Labour Congress will continue—and in fact be intensified—in all these areas during the year ahead. We are convinced that through such efforts a free trade union organization can make a great contribution to the future of Canada, just as it has to its past.

Jean Marchand

General President, Confederation of National Trade Unions

(Translation)

The Confederation of National Trade Unions, with its more than 125,000 members, is happy to send its greetings to all workers in Canada on the occasion of Labour Day.

In spite of the efforts made in the past year to right the Canadian economy, we must deplore the persisting unemployment and the insufficient growth of our economy. We hope that the establishment of an Economic Planning Council at the federal level will arouse an awareness in all the agents of our economic activity and induce them to take the necessary steps to correct our deficiencies and put us on the road to progress and prosperity.

The CNTU hopes that, in the immediate future, planning will cease to be a mere pretext for making speeches and statements and become institutionalized in well structured and coherent organizations. If we wish this planning to be democratic, management will have to get together in appropriate bodies, since its present division into a variety of scattered groups does not permit the working out of a positive and progressive general policy.

Management will also have to stop seeking inspiration from the American economic philosophy, which concerns a situation very different from ours. Some things can be done in the United States which become heresies on this side of the border.

Trade unionism must also gain complete autonomy in relation to American unions and rebuild its structures in accordance with the requirements of our modern community. In the face of the problems of our country, trade unionism must alter its perspective and reorganize itself so as to be able to share in their solution. The time for local and occupational selfishness is past and it must give way to responsibility toward the whole of the community.

But the future behaviour of trade unionism will depend largely on the behaviour of Canadian employers. Generosity, objectivity and sense of common interest cannot develop unilaterally.

We want to repeat that we are going through a period of technical revolution. We must proceed in such a way so as not to become victims of that revolution. The demands of production must not jeopardize the fundamental human values.

In order to control and master technology, education must be widely spread. Vocational training must be advanced and adapted to the changing conditions of industrial technology.

The bad effects of automation must be countered with rehabilitation measures and study programs for adults.

Trade unionism does not adopt a negative attitude in the face of technological progress; it does demand that human values be taken into consideration.

The CNTU again offers to co-operate with governments and the agents of our economic activity in order to solve the problems facing Canada, which concern particularly the workers. Let us hope that its action will result in other than statements of good intentions and wishful thinking.

Hundreds of thousands of our people are waiting, in unemployment and uncertainty, for their leaders to show enough imagination, talent and courage to guarantee them profitable and permanent employment. We cannot count indefinitely on their resignedness.

J. A. Huneault

Chairman, National Legislative Committee, International Railway Brotherhoods

In extending Labour Day greetings to the membership and families of the organizations it represents. The National Legislative Committee, International Railway Brotherhoods, welcomes the opportunity also to greet all workers of Canada and of the entire world.

We are deeply conscious of the many scientific and technological changes and

(Continued on page 726)

B.C. Conference on Industrial Relations

More than 600 attend two-day conference organized by British Columbia Department of Labour with help of province's labour and management to review the concepts in industrial relations

More than 600 persons—representatives of labour, management and government from all parts of Canada and the United States—attended a conference on industrial relations organized by the British Columbia Department of Labour with the help of labour organizations and corporations in the province.

Held at Vancouver on June 26-28, the conference was under the chairmanship of Dr. J. T. Montague, Associate Professor of Industrial Relations and Director of the Institute of Industrial Relations, University of British Columbia. Dr. Montague was formerly on the staff of the Economics and Research Branch of the federal Department of Labour.

One of the purposes of the conference was to expose to constructive criticism the concepts, procedures and techniques in industrial relations. Others were:

—To identify the objectives of collective bargaining;

—To identify areas of co-operation between government, labour and industry in industrial relations in British Columbia;

—To identify possible studies and co-operative programs.

A further objective, said Hon. L. R. Peterson, British Columbia Minister of Labour, in his closing remarks to the conference, was to provide a means for the better communication of ideas between labour and management.

The conference consisted chiefly of panel discussions, generally one each morning and one each afternoon, in most cases led by a university professor, with a representative of management and a representative of labour taking part.

Walter C. Koerner, B.C. representative of the National Productivity Council, in an address to the opening session told the delegates that labour-management relations lacked precisely defined guide lines.

"Mutual trust must be achieved if we are to achieve our goals," he said and remarked that improvements in productivity would not succeed unless regional understanding was established from the "grass roots."

Labour Minister Peterson, in the opening address, said that in the labour relations field there seemed to be a tendency to try to resist change, and to use the same tools for settlement of today's disputes that were used and found wanting years ago. It was impossible in a growing and dynamic industrial society for labour-managemtnt relations to remain static, he said.

First Panel

The first panel discussion, on "The Nature and Character of Collective Bargaining—its Challenges, Trials, Accomplishments and Failures," was led by Dr. A. J. Siegel, Associate Professor of Economics, Massachusetts Institute of Technology. Panel members were Edward Sims, one of the Pacific Regional Vice-Presidents of the Canadian Labour Congress; and P. M. Draper, Vice-President (Administration), Canada Iron Foundries Ltd.

Dr. A. J. Siegel

Dr. Siegel said that conflict in labour-management negotiations was unavoidable, and that the two parties should not seek to eliminate it. Banning strikes would only serve to transfer disputes to the political arena and to bring in ideological overtones, he said.

"We should seek to moderate conflict, to contain it in orderly channels and to encourage the parties to explore other means of resolving differences," he contended.

Edward Sims

Edward Sims, who is also President of the Vancouver and District Labour Council, pointed out that in Canada last year time lost as a result of strikes and lockouts was "a mere 0.1 per cent of all working time." He said that people who glibly write off collective bargaining as obsolete for the second half of the 20th century betray an ignorance of its revolutionary role in the past and its indispensable role in the present.

P. M. Draper

Mr. Draper took his own colleagues to task. "Management is sometimes heard to say that there is a serious imbalance in bargaining power in favour of labour, and this should be corrected by legislation," he said.

"Even if legislation were to bring about the desirable degree of democracy in unions, whatever that is, and financial integrity in unions, if it is lacking, management is not going to like well-run unions any better or have any easier time with them in collective bargaining. What is needed is not weaker unions but stronger management."

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Second Panel

The second panel discussion, on "The Nature and Character of Collective Bargaining in British Columbia—its Challenges, Trials, Accomplishments and Failures," was led by Dr. Stuart M. Jamieson, Professor of Economics, University of British Columbia. Panel members were J. A. Moore, President, Western Canadian Regional Council No. 1, International Woodworkers of America; and S. W. Welsh, Managing Director, Fred Welsh & Son, Ltd.

Dr. Stuart Jamieson

Dr. Jamieson proposed that there should be a permanent industrial inquiry commission for the British Columbia lumber industry. "One gets the distinct impression that there's a serious lack of effective communication between representatives of the International Woodworkers of America and major employer groups," he said. "There seems special need in this industry for continuous consultation, fact-finding and exchange of information between labour and management throughout the year."

Prof. Jamieson said that the provincial Government was in a position to prod the two parties if they were unable or unwilling to agree on this. "Under the Labour Relations Act the Minister of Labour can appoint a special industrial inquiry commission, with power if necessary to subpoena witnesses and require parties to produce any records or documents deemed relevant," he said.

Industrial relations in British Columbia since the war have been less turbulent than in some previous decades, Dr. Jamieson pointed out. But some facts and figures indicated that there had continued to be a relatively higher incidence of strikes and lockouts in B.C. than in other provinces, although statistics modified such conclusions. Strikes in B.C. have tended to be more prolonged than in the rest of Canada, and strikes in Canada more prolonged, on the average, than in the United States.

The average duration of strikes in B.C. during 1949-60 was 25.4 days, or almost 50 per cent longer than the Canadian average of 18.3 days during this period, the speaker said. "Strikes and lockouts in B.C., therefore, while in proportion to union membership no larger or more frequent than in the rest of the country, on the average, have been longer and more difficult to settle."

J. A. Moore

"There is a lack of good bargainers, especially on the part of management," said Jack Moore. "This can be explained, at least in part, by a lack of knowledge and experience. Far too often managers are dragged to negotiations only by law. This type is protected by law right down the line, and results may only be obtained by eventual threats of conflict after many months," he said. "In the woodworking industry . . . our experience has been one of frustration at the bargaining table."

There is little genuine collective bargaining in the province, Mr. Moore said. Management imagines itself to be the architect and protector of capitalism and free enterprise, he asserted, and fears the incursion of "dictatorial" labour unions not only in its immediate affairs, but also in its system.

"Management wants to increase the benefits to labour by increasing the size of the pie, not the slice," Mr. Moore said. "Labour wants both. To accede to this, management's philosophical convictions as the trustee of the system would be gravely offended."

Collective bargaining "is an imperfect system, as are most democratic institutions, but carried out with skill and unhindered by intervention, it works," he said.

S. W. Welsh

The focal points of unrest in British Columbia are generally the construction and forest industries, said Mr. Welsh, and the construction industry has had more than its share of disputes. "The most serious cause of work stoppages has been the question of jurisdiction over the placing or fabrication of various materials. This is made complicated by the number of craft unions that make up this field.

"Jurisdictional work stoppages during the life of an agreement are illegal, but in spite of this they account for more disputes than the renewal of contracts. Machinery for the peaceful settlement of these disputes is set up with the craft unions, but it is cumbersome and slow in some instances," Mr. Welsh said.

New contract agreements form the other main cause of disputes, he continued. It was not unusual, he said, for a contractor to have 10 or more separate agreements with the various craft unions from which he drew his labour. Each union tried to overtake the highest paid and best conditioned agreement, which led to a leap-frog situation. Most unions ignored the possibilities of multi-trade agreements, but he believed that craft unions would eventually have to accept more unification of their agreements.

Third Panel

Dr. W. R. Dymond, Assistant Deputy Minister, federal Department of Labour, was the leader of the third panel discussion, the subject of which was "The Role of Collective Bargaining Research and Statistics in Industrial Relations." Panel members were Russell Bell, Research Director of the Canadian Labour Congress; and Richard Hinton, General Manager, Personnel and Industrial Relations, Shell Oil Company of Canada Limited.

"Unless collective bargaining responds to the challenge, governments will be required to intervene more forcefully in meeting the problems of technological change," Dr. Dymond said.

(Dr. Dymond's paper, in which he gave an outline of the Government's manpower adjustment program, is summarized in the following article.)

Russell Bell

Canadian industry and labour can cope with the dislocations caused by automation only if there is an expanding economy, and this depends on government fiscal and monetary policy, said Russell Bell. There has been "too much emphasis on structural changes and not enough on the inadequate demand for goods in our economy."

We suffer from technological changes because the economy is not expanding, Mr. Bell said. "The failure to see that inflation was no longer a problem until long after the problem was over was a cause of the restrictive policies that have helped to bring on unemployment. . . Unless we solve the problem of aggregate demand for goods, the most sophisticated (union) agreements will not prevent unemployment resulting from technological change."

When unemployment replaced inflation as Canada's real problem, labour goals changed, Mr. Bell said. Job security then took precedence over wages. As a result, the role of research is changing. The first important change, he said, was the Kaiser Steel agreement, which guarantees that employees will not suffer in wages from automation, and will also share in increased productivity.

Richard Hinton

Mr. Hinton pointed out that there were sometimes traps in economic research. "There may be difficulties in drawing conclusions from research. There is also the question of whether we get into *bona fide* collective bargaining soon enough," he said.

Fourth Panel

The fourth panel discussion, led by J. W. Bloch, Chief, Division of Industrial and Labor Relations, Bureau of Labor Statistics, United States Department of Labor, was on the subject, "Problems of Collective Bargaining in a Changing Technology—its Impact on Wages, Working Conditions and Fringe Benefits." Panel members were H. J. Waisglass, Canadian Research Director, United Steelworkers of America; and Edward Benson, Vice-President and General Manager, Pacific Press Limited.

J. W. Bloch

Referring to the AFL-CIO's campaign for a shorter work week, Mr. Bloch said, "Up to now, the major thrust for the shorter work week has been for it to be done by legislation rather than by collective bargaining."

H. J. Waisglass

The basic issues of industrial conflict today are those that arise in areas where management believes its prerogatives to be sacrosanct, Mr. Waisglass told the delegates. He defined some of the serious issues as productivity, plant relocation, price and output policy, marketing problems and foreign and domestic competition.

"Management would like to have the understanding and co-operation of unions, but without consulting them and without providing them with all the facts which are necessary for understanding and co-operation," he said. He contended that government-sponsored conferences and committees to promote labour-management co-operation were, for the most part, a waste of time and energy, largely because of their failure to deal with the issues that create conflict.

Mr. Waisglass said that such issues as the assigning of operations to outside concerns, work rules and work standards, compulsory and excessive overtime, and seniority rules governing layoffs and recall lead to serious conflict between labour and management.

Very little progress has been made in collective bargaining since the mid-1950's, he maintained. If collective bargaining is to grow and develop as a constructive and positive instrument, governments must remove legislation that imposes barriers to the solution of industrial disputes by restricting strikes and imposing compulsory arbitration. The efforts of government should be toward improving mediation services, he said.

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The Steelworkers Research Director argued that unions could not be expected to support and implement management decisions if they had not been involved in making them.

A major responsibility of every union is to oppose and resist the oppression of workers by bureaucratic management and by bureaucratic government. Unions would fail in this duty, and the oppression upon the workers would become intensified and even insurmountable, as they are in Fascist and Communist states, if unions should become integrated with the bureaucracies of business and state. Co-operation is obtained only through the democratic processes of resolving conflicts and not by suppression or repression of conflict.

Edward Benson

The closed shop and its rigid jurisdictional rules have so far been insurmountable barriers to management's attempts to temper the effects of technological dislocations, Edward Benson told the conference. Mr. Benson, whose firm prints the *Vancouver Sun* and the *Vancouver Province*, said that automation was coming to the newspaper publishing business "with a vengeance."

He said that because of new methods, various men would become redundant almost immediately, but in the not distant future more manpower would be required in at least two of the six main groups in his plant. "I will be in the ridiculous position of making redundant people associated with the company for five or six years, and at the same time accepting new employees in another section who haven't had the slightest association with us," he continued.

Mr. Benson advocated collective agreements of not less than five years duration, "I think every employer, at least every forward-thinking employer, would be more receptive to doing his part toward minimizing human dislocations if he knew he could plan for a reasonably lengthy period of time, free from the apprehension that a collective bargaining impasse might bring all his plans down around him in chaos," he said.

Fifth Panel

The fifth panel discussion, on "The Growth of Third-Party Power in Industrial Disputes," was led by Prof. A. W. R. Carrothers, Professor of Law, University of British Columbia. Panel members were E. P. O'Neal, Secretary-Treasurer, British Columbia Federation of Labour; and J. J. Carson, Executive Assistant, British Columbia Hydro and Power Authority.

Prof. Carrothers

It is within the range of feasibility for the parties to an industrial dispute to minimize the need for intervention, Prof. Carrothers said. He went on to discuss the ways and means by which labour and industry could improve third-party intervention.

Prof. Carrothers reviewed the history of collective bargaining in Canada, and noted that in recent years there had been a trend away from government intervention by conciliation or other methods. This was so in Quebec and Ontario, he said; but at the other extreme he noted a trend toward compulsory arbitration. Manitoba and Alberta have standing machinery to meet emergencies.

The system of collective bargaining still faces threats of an increase in third-party intervention, he said. The conduct of unions and industry would determine the trend. The best course, he thought, was for no party to expect to gain unfair advantage through conciliation.

"Re-alignments required by technological change in the immediate future may be greater than collective bargaining can accomplish," he said. "Problems must be met and solved. The question is whether the means are to be collective bargaining or state determination." A union that clings to the performance of a specific skill, or to an association with a specific industry, will disappear, Prof. Carrothers contended.

E. P. O'Neal

E. P. O'Neal contended that present labour legislation involved too much government intervention and too much compulsion. "Yet, it fails to do the job." Labour legislation in B.C. and across the whole country developed from emergency decisions of public policy piled on top of each other, and is now the most compulsive system in any of the western nations, he said.

In British Columbia, the conciliation officer was often placed in an "impossible position," Mr. O'Neal said, because he was required to perform functions beyond those of a mediator; for instance, to recommend terms of settlement that lacked the force of an arbitration ruling.

The great fallacy in our system is that, in its exaggerated concern over the avoidance of work stoppages, it ignores their role as catalytic agents in bringing about agreements. Our historic primary goal of industrial relations public policy is wrong. The avoidance of work stoppages is not a suitable goal. A work stoppage is not the end of the world, and in many cases [it] can play a positive role in future relations.

The compulsory conciliation procedure should encourage a constructive attitude toward collective bargaining, Mr. O'Neal said, but there was no sign that the B.C. system had been more successful than procedure used in other countries.

J. J. Carson

"Every invitation to government for controls, intervention, regulation or protection must be paid for in someone's individual freedom," said J. J. Carson. He suggested that management and labour should jointly ask for a moratorium on further labour legislation.

"There may be a need for our 10 provincial Departments of Labour and the federal Department to effect some minor adjustments within their separate jurisdictions in order to achieve a greater sense of national labour policy across the country. But major changes should be delayed until we collectively have attempted to put our houses in order," he said.

Mr. Carson also proposed that labour and management should try voluntarily to outlaw strikes or lockouts that imperil the health or safety of the general public, "and that we make this position known."

"Third-party power is growing sporadically, usually in response to crisis, but at an ever-quickening pace," the speaker said, and there was every evidence that third-party or government intervention would continue to grow unless labour and management improved their capacity to bargain collectively without disrupting the public interest.

Mr. Carson suggested that labour and management should make a joint study of conciliation boards, and that they should work together to lift labour-management relations out of the political arena. "The basic legislation required for free and equal collective bargaining is already available—in some areas we have far more than we require. Let us jointly ask for a moratorium on further labour legislation," he said.

Sixth Panel

The last panel discussion of the conference, also under the leadership of Prof. Carrothers, was on "Ways and Means by which Labour and Industry can Improve Third-Party Intervention in Industrial Disputes." The panel members were Joseph Connolly, General Organizer, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada; and D. A. S. Lanskail, Assistant Manager and Counsel, Forest Industrial Relations Limited.

Joseph Connolly

Joseph Connolly suggested that British Columbia should establish a commission along the lines of one in Ontario which investigates and tries to settle jurisdictional disputes. He also proposed that the work begun by the conference should be continued, and that the four parties that had arranged it should select continuing committees to develop some of the points discussed.

"If these committees are brought about, it should not remain a secret," he said. Information should be sent to the federal Government, because your success in B.C. can be our success throughout Canada."

He suggested that the committees should work on the following matters:

—A 35-hour week for the building and construction trades.

—Bringing about multiple bargaining in the building trades, so that the agreements would terminate at the same time, in order to eliminate one trade's causing a work stoppage to the detriment of those who had completed an agreement.

—Establishment of a jurisdictional disputes commission in the building trades.

—Because of the shorter week and moonlighting, consideration of the establishment of an industrial standards act.

Don Lanskail

Union politics and the economic illiteracy of unionists are at the root of many collective bargaining problems, said Don Lanskail. The lack of understanding of economics was the fault of the high school system, he contended.

Mr. Lanskail added, however, that more and more union officers were gaining some knowledge of economic theory and practice, which enabled them to recognize realistic areas of settlement.

He also said that trade unionists were not the only ones who did not understand economics. "One of the greatest problems in collective bargaining today is economic illiteracy on the part of all parties in varying degrees," he said. "The most acute incidence is among the average employees and union members and it is not brought about through any particular fault or omission on their part. A combination of economic illiteracy on the part of the rank and file membership, and the politics of unionism, which usually requires union officers to expose themselves to periodic elections, adds up to major troubles at the collective bargaining table," he said.

He disagreed with Dr. Jamieson's view that there was a lack of communication between his organization and the IWA. He said that labour and management in the lumber industry had developed the "hot line" long before Kennedy and Khrushchev thought of it, and that the practice had averted many work stoppages.

Mr. Lanskail thought that the present conciliation service in B.C. should be

upgraded, and a recruitment and training program started. "This means thinking in terms of professional mediators at $15,000 or $20,000 a year. We cannot afford to have less than the best when the whole provincial economy is involved," he said.

Conference Banquet

The strike is going out of fashion around the world, said Dr. A. M. Ross, Director of the Institute of Industrial Relations, University of California, Berkley, the speaker at the conference banquet. He spoke on "International Insights to Collective Bargaining Issues."

The reason strikes were going out of fashion, he said, was a general decline in bitterness and class consciousness among individual workers. He gave as other reasons for the decline of strikes: greater sophistication of employer groups in dealing with labour groups; a general tendency among trade unions to shift from industrial to political action as they discover that the latter is more powerful; the lessening effectiveness of strikes as employers organize to combat them; and a greater involvement of government in labour disputes.

Dr. Ross said that in Western Europe there are almost no strikes and that those that do occur are brief. The United States and Canada are unique in that they do have strikes, he said.

He said the right to strike was precious and invaluable, but said that the tendency was away from industrial conflict. He said that about 10 per cent of union members go on strike each year in the United States, compared with 5 per cent in Canada. The number of man-hours lost in strikes has declined in Canada by about 70 per cent, he said.

Closing Session

At the closing session of the conference, a provincial industrial relations council of labour and management representatives was called for by R.S.S. Wilson, Works Manager for Aluminum Co. of Canada, and a member of the British Columbia Labour Relations Board.

Such a group would enable the broad issues of labour-management conflict to be discussed away from the pressure of the bargaining table, he pointed out.

Chris Crombie, Secretary of the Vancouver and New Westminster Newspaper Guild, recommended that the Dominion Bureau of Statistics should combine with provincial departments to provide accurate, unbiased statistical information for the use of labour and management at the bargaining table.

Dr. Montague, the conference chairman, announced that in response to requests from both speakers and audience at the conference, the University of British Columbia's extension department would begin immediately to prepare a winter series of labour-management seminars.

Role of Collective Bargaining Research and Statistics in Industrial Relations

Collective bargaining has effective role to play in meeting human consequences of technological change, Assistant Deputy Minister says, predicting government intervention if it fails

"Collective bargaining has an effective role to play in meeting the human consequences of technological change and economic competition. Unless collective bargaining responds to these challenges, governments will be required, under the pressure of public opinion, to intervene more forcefully in meeting the problems of technological change," said W. R. Dymond, Assistant Deputy Minister, federal Department of Labour, in a paper presented at the B.C. Conference on Industrial Relations.

The title of his paper was "The Role of Collective Bargaining Research and Statistics in Industrial Relations," and he began by defining "research." Research must be an objective process, he said, not concerned with offering proof or support for a preconceived position regardless of the facts. Much of what is known as research in the context of collective bargaining did not fit that definition "because it is manipulative and, at best, defensive in character; at worst, designed to mislead and confuse."

The postwar period was a time when the major economic problem in Canada was to contain inflation, when unions were preoccupied with obtaining wage increases to keep up with the cost of living, and when only halting steps were made in the fringe benefit area. During that period, problem-solving research was practically unheard

of, and there was little compulsion to use research and statistics in a more meaningful and creative way.

During the period, the government's role in collective bargaining was essentially an accommodative one: the main concern of public authorities was to force the parties to keep in touch with each other during negotiation disputes, and to encourage labour and management to maintain a continuous relationship for the purpose of bargaining collectively. "In short, the role of government was limited to facilitating the process of collective bargaining."

The Government's research and statistics agencies supplied statistics to the parties, who then used them as ammunition to prove their points. Public agencies engaged in very little analysis of the meaning of the statistics.

Now the economy has changed markedly, as has the social and political climate in which bargaining takes place. For these reasons, it is appropriate for the role of research and statistics in the bargaining process to change as well.

Automation presents Canada with both a challenge and an opportunity. The challenge is to ensure that the human consequences of automation do not work unnecessary hardship on those who must adapt to it. The opportunity opens up vast perspectives for increasing human welfare in both a material and cultural sense. The process of collective bargaining is one of the routes by which we may deal with both . . .

Automation has had a dramatic impact on the chemical and refining industries, on the metal fabricating industries, in the office and banking; is now spreading its influence to many parts of the service sector of the economy; and is on the verge of having major effects on assembly operations, hitherto relatively exempt from its influence, Dr. Dymond continued.

The kinds of technological changes taking place today can have just as far-reaching effects on our industrial relations environment as the impact of mass production techniques did on the policies of unions and employers in the twenties and thirties, when, over a relatively short period, industrial unionism, modern personnel administration, systematic wage structures, measurements of productive performance, and modern collective bargaining had their beginning.

Today's economic and technological forces are reflected in the shifting emphasis in collective bargaining toward job security issues, Dr. Dymond pointed out.

"I believe that the challenges that currently face us in the Canadian economy will sooner or later force labour and management to examine together a whole range of important new problems," he said. He pointed out how the "challenge of reconstruction" in Western Europe after the war led to the development of a variety of forms of labour-management consultation.

One problem was to obtain increased productivity or efficiency, which was one way of meeting the challenge of increasing competition.

The type of collective bargaining that he believed had an effective role to play in meeting today's challenges would not be the same, Dr. Dymond asserted, as the kind that developed during the postwar period. And in the new setting, "research can be a powerful tool."

Must Be Mutual Understanding

The research must be mutually undertaken by labour and management "because there must be mutual understanding of the nature of the problems and the best ways of dealing with them."

These must ultimately be decided at the bargaining table. But, to be effective, the solutions reached there "must come out of a common set of facts and a common understanding of what they mean, both to the company and to the workers." Then the differences that will arise will be legitimate differences, based "not on opinion, emotion and impression, but on differences of objective and on differences of judgment."

It is easy to suggest that the parties to collective bargaining should co-operate with each other in arriving at solutions without resort to industrial conflict, Dr. Dymond acknowledged. But it has become clear that when labour and management sit down together to bargain about the solution to the displacement problems of technology, "there is too little time, and it is a strained atmosphere in which to reach an objective and constructive solution."

Advance warning of technological changes and their impending effects on manpower is necessary to provide time and a constructive atmosphere in which to work out effective and adaptive solutions. Certainly these kinds of tough, complex problems cannot be solved by the mere throwing of statistics across the bargaining table.

Some difficult questions are raised by these forces of competition and technological change: what will be the human consequences of the introduction of technological change, what kinds of new occupations will these changes bring about, [and] as a result how many of the current jobs and occupations will become obsolete; what kind of retraining arrangements can be worked out to prepare the present employees for the occupational requirements of tomorrow; what steps can be taken to ensure the re-employment of those who can no longer be employed in a given company, region, or industry?

These questions, if they are to be effectively studied, must be jointly examined by labour and management—pat solutions cannot be developed by one side alone.

The best basis for the examination of such problems is long-term objective research conducted by the parties to collective bargaining themselves, research aimed at solving problems and setting long-term goals, not at justifying rigid demands formulated at the bargaining table.

Such research calls for an objective appraisal of the facts, and for some kind of continuing union and management consultation, which will provide a constructive atmosphere in which to work out effective solutions.

It is significant, the Assistant Deputy Minister said, that some of the recent agreements that have focussed on a solution to the manpower adjustment problems that automation poses were a product of joint research, often assisted by representatives drawn from the public. A recent example was the Kaiser Steel settlement (L.G., Jan., p. 6), which contained provisions that were the outcome of nearly three years of study by a tripartite research committee.

Canadian examples included the non-operating railway employees agreement; the settlement between Quebec Iron and Titanium Company and the Metal Trades Federation (CNTU), which includes a provision for a joint research committee to study and recommend solutions for mutual problems; and the agreement in the Montreal construction industry that, to cope with the problem of labour mobility, provides for portable pensions and group life insurance programs.

Turning to the role of governments in industrial relations, which he said had been changing under changing economic and social circumstances, Dr. Dymond told of the Department's research, since 1956, on technological change and its manpower implications. "We are now turning our research in the direction of labour-management relationship problems that arise from technological change," he announced.

Manpower Adjustment Program

He then described the Department's plans to help industry and labour deal with the manpower adjustment problems that arise from technological and other economic changes—the Manpower Adjustment Program.

The program, he explained, was based on the following principles:

—appropriate plans at the plant level must be developed well in advance of anticipated worker displacement, or unnecessary unemployment will result; this requires advance research and assessment of the manpower consequences of industrial changes.

—where there is a union, research—and the plans that develop from it—should be developed jointly by management and unions to remove obstacles to constructive action which result from a lack of understanding and agreement as to the facts and the problem.

—the use of existing governmental services, both federal and provincial, that can help in bringing about effective manpower adjustments should be effectively co-ordinated at the plant level. Such services are provided under the Technical and Vocational Assistance Act for training and retraining and by the National Employment Service for the placement and re-employment of workers. In those cases where a complete employment adjustment is not possible at the firm or community level, the transfer of the displaced workers to other areas is necessary and is frequently inhibited by a lack of financial resources. Federal government assistance in combination with industry and the provinces will greatly facilitate this necessary kind of labour mobility.

To implement this program, Dr. Dymond said, the federal Department of Labour will shortly make provision for:

—A Manpower Consultative and Development Service to administer what we are calling "adjustment incentives". This Service will act in an advisory and technical capacity to employers and unions in developing manpower adjustment programs and will encourage and co-ordinate the use by industry of training, placement, and other organizations that can assist in bringing about more effective manpower adjustments consequent upon technological change.

—The Minister of Labour is authorized to enter into agreements with employers or jointly with employers and unions to provide research incentives to pay for one half the costs incurred in researching the manpower effects of industrial changes, and in the development, but not the implementation, of programs of adjustment. Such financial assistance, however, depends on the Minister's receiving, through the Manpower Consultative Service, reasonably advance notice of industrial changes that will have adverse effects on employment. Where there is a recognized union, there must also be agreement that management and union will participate jointly in the research and development phases of a manpower adjustment program.

—The Minister of Labour can also enter into agreements to provide re-employment or mobility incentives to a province or employers, or both, of one half the costs incurred in moving workers and their dependents displaced by industrial change to other communities where employment is available. This provision will, of course, be limited to those workers who, except for the payment of the incentive, would not be able to move and, in addition, the incentive will be contingent upon an employer's or a province's, or both, assuming the other half of the cost.

—An amendment of the Technical and Vocational Training Assistance Act to allow the federal Government to reimburse a province for 75 per cent of the costs that an employer undertakes in retraining workers under a manpower adjustment program, should they be threatened with displacement consequent upon technological change.

At the conclusion of this paper, Dr. Dymond called attention to the "serious and growing" shortage of trained research personnel in Canada.

Latest Labour Statistics

Principal Items	Date	Amount	Percentage Change From	
			Previous Month	Previous Year
Manpower				
Total civilian labour force (a) ..... (000)	July	7,035	+ 2.9	+ 2.3
Employed ..... (000)	July	6,742	+ 3.2	+ 2.6
Agriculture ..... (000)	July	775	+ 12.6	+ 3.9
Non-agriculture ..... (000)	July	5,967	+ 2.1	+ 2.5
Paid workers ..... (000)	July	5,497	+ 2.7	+ 2.6
At work 35 hours or more ..... (000)	July	5,231	− 7.1	+ 1.8
At work less than 35 hours ..... (000)	July	639	− 8.5	+10.2
Employed but not at work ..... (000)	July	872	+321.3	+ 2.8
Unemployed ..... (000)	July	293	− 3.6	− 4.9
Atlantic ..... (000)	July	35	− 10.3	−23.9
Quebec ..... (000)	July	112	− 0.9	+ 2.8
Ontario ..... (000)	July	81	− 9.0	−13.8
Prairie ..... (000)	July	30	− 3.2	+15.4
Pacific ..... (000)	July	35	+ 9.4	+ 6.1
Without work and seeking work ..... (000)	July	278	− 5.5	− 4.8
On temporary layoff up to 30 days ..... (000)	July	15	+ 50.0	− 6.3
Industrial employment (1949=100)	May	123.4	+ 3.4	+ 1.7
Manufacturing employment (1949=100)	May	116.2	+ 2.2	+ 2.2
Immigration	1st Qtr. 1963	13,410	—	+14.0
Destined to the labour force	1st Qtr. 1963	6,761	—	+18.4
Strikes and Lockouts				
Strikes and lockouts	July	61	− 3.2	+29.8
No. of workers involved	July	17,101	+134.2	+ 1.9
Duration in man days	July	181,030	+130.9	+35.5
Earnings and Income				
Average weekly wages and salaries (ind. comp.) ..	May	$83.65	+ 0.1	+ 3.5
Average hourly earnings (mfg.)	May	$ 1.95	0.0	+ 3.2
Average hours worked per week (mfg.)	May	41.1	+ 0.2	+ 0.2
Average weekly wages (mfg.)	May	$80.26	+ 0.3	+ 3.5
Consumer price index (1949=100)	July	133.5	+ 0.5	+ 1.9
Index numbers of weekly wages in 1949 dollars (1949=100)	May	144.8	− 0.1	+ 1.8
Total labour income ..... $000,000.	May	1,805	+ 3.3	+ 6.0
Industrial Production				
Total (average 1949=100)	June	204.8	+ 3.5	+ 5.1
Manufacturing	June	185.8	+ 5.1	+ 5.5
Durables	June	191.8	+ 5.4	+ 6.7
Non-durables	June	181.3	+ 5.1	+ 4.8

(a) Distribution of these figures between male and female workers can be obtained from *The Labour Force*, a monthly publication of the Dominion Bureau of Statistics. These figures are the result of a monthly survey conducted by the Dominion Bureau of Statistics for the purpose of providing estimates of the labour force characteristics of the civilian non-institutional population of working age. (More than 35,000 households chosen by area sampling methods in approximately 170 different areas in Canada are visited each month). The civilian labour force is that portion of the civilian non-institutional population 14 years of age and over that was employed or unemployed during the survey week.

Employment and Unemployment, July

Employment rose between June and July by an estimated 207,000 to 6,742,000, an above-average increase for this time of year. A similarly large increase of 196,000 brought the labour force to 7,035,000. Unemployment declined slightly during the month to 293,000.

The estimated labour force in July was 158,000 higher than a year earlier. Employment was 173,000 higher and unemployment 15,000 lower than in July 1962.

The expansion of the labour force between June and July was characterized by a very large influx of students. During the month, an estimated 199,000 persons in the 14-19 age group entered the labour force and an equally large number got jobs.

The total entry of teenagers into the labour force during the two months from May to July amounted to 312,000. This compares with 268,000 during the same period last year and 214,000 in 1961.

The number of persons in the labour force 20 years of age and over remained virtually unchanged. Usually a sizeable decrease occurs in this group as a result of reduced participation by married women during the school vacation period. This year, the number of married women in the labour force showed little net change between June and July.

Employment

About two fifths of the total gain in employment between June and July was in agriculture. In non-farm industries employment gains were fairly general, and in total showed a larger-than-seasonal improvement.

Total employment in July was well ahead of a year earlier. At 6,742,000, the July estimate represented an increase of 173,000, or 2.6 per cent over July 1962. The largest part of the advance was in the service, manufacturing and construction industries.

In Quebec and Ontario, employment levels were noticeably higher than a year ago. Similar advances occurred in the other regions.

Unemployment

Unemployment decreased by an estimated 11,000 to 293,000 between June and July. The change in unemployment at this time over the past five years has varied from an increase of 15,000 to a decrease of 29,000. The July estimate was 15,000 lower than a year earlier, all of the decrease being among unemployed men.

Of the 293,000 unemployed in July, some 201,000 had been unemployed for three months or less. An estimated 33,000 had been seeking work from four to six months and 59,000 for seven months or more.

Unemployment in July represented 4.2 per cent of the labour force, compared with 4.4 per cent in June, 4.5 per cent in July 1962 and 5.2 per cent in July two years ago.

Seasonally adjusted, the July unemployment rate was 6.0 per cent, unchanged from the previous month; in July 1962 it was 6.4 per cent.

The limitations of seasonally adjusted estimates require that some caution be exercised in using them. A high degree of precision cannot, therefore, be attached to the seasonally adjusted unemployment rates, especially in the context of month-to-month changes. In assessing current movements, the data for a number of preceding months must be taken into consideration.

LABOUR MARKET CONDITIONS

Labour Market Areas	Labour Surplus				Approximate Balance		Labour Shortage	
	1		2		3		4	
	July 1963	July 1962	July 1963	July 1962	July 1963	July 1962	July 1963	July 1962
Metropolitan	1	1	5	3	6	8	.....	.....
Major Industrial	2	2	13	16	11	8	.....	.....
Major Agricultural	.....	.....	3	3	11	11	.....	.....
Minor	.....	.....	21	18	36	40	1	.....
Total	3	3	42	40	64	67	1	.....

The review is prepared by the Employment and Labour Market Division of the Economics and Research Branch.

CLASSIFICATION OF LABOUR MARKET AREAS—JULY, 1963[1]

—	SUBSTANTIAL LABOUR SURPLUS	MODERATE LABOUR SURPLUS	APPROXIMATE BALANCE	LABOUR SHORTAGE
	Group 1	Group 2	Group 3	Group 4
METROPOLITAN AREAS (labour force 75,000 or more)	WINDSOR ←	Montreal Quebec-Levis →ST. JOHN'S Vancouver-New Westminster Winnipeg	→CALGARY →EDMONTON →HALIFAX Hamilton Ottawa-Hull Toronto	
MAJOR INDUSTRIAL AREAS (labour force 25,000-75,000; 60 per cent or more in non-agricultural activity)	Lac St. Jean OSHAWA ←	Brantford Farnham-Granby →JOLIETTE Moncton New Glasgow Niagara Peninsula Peterborough Rouyn-Val d'Or Saint John Shawinigan Sherbrooke Sydney Trois Rivieres	→CORNER BROOK →CORNWALL →FT. WILLIAM-PT. ARTHUR Guelph →KINGSTON Kitchener London →SARNIA →SUDBURY Timmins-Kirkland Lake Victoria	
MAJOR AGRICULTURAL AREAS (labour force 25,000-75,000; 40 per cent or more in agriculture)		Chatham Riviere du Loup Thetford-Lac Megantic & Ville St. Georges	Barrie Brandon Charlottetown Lethbridge Moose Jaw North Battleford Prince Albert Red Deer Regina Saskatoon Yorkton	
MINOR AREAS (labour force 10,000 to 25,000)		Beauharnois Belleville-Trenton BRAMPTON ← Campbellton Dawson Creek Drummondville Fredericton Gaspe Lachute-Ste. Therese Lindsay Newcastle Okanagan Valley Prince George-Quesnel Quebec North Shore Rimouski Ste. Agathe-St. Jerome St. Jean Simcoe Summerside Valleyfield Victoriaville	→BATHURST Bracebridge Bridgewater Central Vancouver Island →CHILLIWACK Cranbrook →DAUPHIN Drumheller Edmundston Galt Goderich →GRAND FALLS Kamloops Kentville Kitimat Listowel Medicine Hat Montmagny North Bay Owen Sound Pembroke Portage la Prairie Prince Rupert St. Hyacinthe →ST. STEPHEN St. Thomas →SAULT STE. MARIE →SOREL Stratford Trail-Nelson →TRURO Walkerton Weyburn Woodstock, N.B. Woodstock-Tillsonburg Yarmouth	→SWIFT CURRENT

→The areas shown in capital letters are those that have been reclassified during the month; an arrow indicates the group from which they moved. For an explanation of the classification used, see page 491, June issue.

Vocational Rehabilitation 1962-63

Provinces report total of 1,814 persons reached "rehabilitation status" in 1962-63 and of this number, 1,366 became regularly employed and 87 established themselves in their own business

The year 1962-63 was marked by the negotiation of new agreements with the provinces under the terms of the Vocational Rehabilitation of Disabled Persons Act which became effective April 1, 1962. Under the stimulus of this new legislation, all provinces have been reviewing their programs, examining their services and looking to the further expansion and co-ordination of all those services needed for an effective program.

This is reflected in the increasing number of cases reported by the provinces on which it has been possible to obtain complete details. These reports are completed at the time active rehabilitation services have terminated and a suitable period of follow-up has revealed that the individuals have reached definite "rehabilitation status."

A total of 1,814 such reports of rehabilitated persons was received from the provinces in 1962-63. Of this number, 1,366 became regularly employed in business and industry; 87 set up in business for themselves in such things as watch repairing, shoe repairing, barbering and hairdressing; 62 became employed in sheltered employment; 24 were enabled to undertake some homebound employment, and 151 of the severely disabled were helped to the place where they could undertake their own care. One hundred and twenty-four resumed their responsibilities as housewives and homemakers.

In addition to medical, social and vocational assessment and counselling, a variety of treatment services were provided to more than half the number of persons rehabilitated, and almost 300 were fitted with prosthetic appliances and devices.

Of the 1,814 rehabilitated persons, more than 68 per cent were dependent on relatives or public assistance, and there were 1,400 dependents involved. The cost to the public purse was estimated to be $1,118,891 annually. After rehabilitation, the estimated total annual income for the group is in the neighbourhood of $3,401,979. The contribution of the housewives and homemakers is in addition to this total.

A study of the educational qualifications shows that 988 had not gone beyond elementary school; 170 of them had less than Grade IV education. Only 39 had continued their education beyond high school but 346 had had some vocational training. In carrying out their rehabilitation plan, 810 undertook vocational training for various occupations. These included a variety of trades; service occupations such as hairdressing, barbering, nursing assistants and orderlies, shoe repairing, etc., and business and office work. More than 50 received training as nurses, teachers and in technology.

Before their acceptance for rehabilitation services, 560 of them had never been employed; 332 had been employed as unskilled workers, 118 in semi-skilled occupations and 158 in skilled occupations. One hundred and eighteen were engaged in agriculture, fishing or forestry. Service occupations gave employment to 150 and 208 were employed in sales and clerical work, and 51 in the professional or managerial field. One hundred and seventeen had been housewives or homemakers and two were retired.

With rehabilitation complete, the reports indicate, 114 are now employed in the professional or managerial field; 457 in sales and clerical work; 299 in service occupations; 68 remaining in agriculture, fishing or forestry; 201 as skilled workmen; 154 semi-skilled and 246 in unskilled work. The remainder are housewives or homemakers.

The age distribution of these disabled individuals extends from youth to old age. More than 50 per cent of them are under 30 years of age, many of them new entrants into the labour market. It is worth noting, however, that almost 30 per cent of those rehabilitated are over 40 years of age. Women form just under one third of the total.

This brings to 9,789 the number of such cases reported since the beginning of the federal-provincial rehabilitation program in 1957. It is estimated that, without rehabilitation assistance, these persons with their 7,435 dependents were costing $6,530,386 annually for support. Now they earn approximately $18,000,000 a year and have accumulated a total of $63,237,352 in earnings since they became employed. This contrasts to the cost of their support for the same period, which would have been almost $24,500,000.

Progress Since 1961 Conference on Aging

University of Michigan's 16th annual conference evaluates progress since 1961 White House Conference on Aging. Some of Canadian delegates had attended the Washington conference

The University of Michigan's 16th annual conference, held at Ann Arbor, Mich., was designed to: evaluate the progress made over the two and one-half years since the White House Conference on Aging in 1961; examine new attitudes, approaches, and tools that have been created by and since the Conference; review their implications and determine how they may be universally employed to the fullest advantage of older people; and to identify what additional facilities and mechanisms are needed for the future.

Discussion groups were held on many aspects of aging, including income and employment, health and rehabilitation, mental health, education, use of free time, housing, social services, research and training, and voluntary and religious organizations.

In the discussions on income and employment, it was pointed out that job displacement of older workers due to technological change was a significant factor in the upward trend of the unemployment rate during the last few years. Stress was laid on the increasing importance of education and training, particularly for older workers, who generally had a lower educational level than younger workers.

Those present believed that the educational level of older workers was likely to rise in future years because more young people were staying at school longer. The opinion was expressed that this could be a factor helping to minimize the employment difficulties of the older workers of the future.

Older women tended to enjoy an advantage in job seeking over older men, it was stated. This was thought to be because of the variety of occupations today that were peculiarly suitable to women. But older women were still at a disadvantage in finding jobs as compared with younger women.

The opinion was expressed in this discussion group that high school drop-outs tended to become long-term unemployed. Therefore, it was generally agreed, it was essential to encourage as many young people as possible to obtain as much education as possible.

In a discussion on training, evidence was given concerning workers past 50 who had been trained successfully and placed in industrial jobs. It was generally agreed that more widespread attention was now being given to the skills and potential of older workers. It was pointed out that part-time work for older people could be created in a well-organized company and that in some instances this was being done.

Dr. Clyde W. Gleason, Older Worker Consultant, Bureau of Employment Security, U.S. Department of Labor, said that a study made in one local area in May 1963 revealed that 69 per cent of employers' orders to employment offices contained age limits under 45 years of age and that women aged 50 or older were barred from 60 per cent of the job vacancies. In the lower paid areas of the services industry, however, women up to age 65 were eligible for all but 13 per cent of job openings.

Speaking of the national scene, Dr. Gleason stated that unemployment rates in the older brackets were not particularly higher than the average for all age groups, but that once unemployed the duration of unemployment for the older worker was much longer than the average. The speaker went on to point out that by 1965, in the U.S.A., the 45-64 age group would be increasing by five workers to every one added to the 25-44 age group.

Greater use of community agencies in helping to educate local employers to retain, upgrade and hire older workers was urged as a means of reducing age discrimination in employment.

Clark Tibbitts, Deputy Director, Office of Aging, U.S. Department of Health, Education and Welfare, in addressing a plenary session of the conference said the trend toward earlier ages for retirement was precipitating a new social problem. "Only in the 1950's," he said, "did our youth-oriented society begin to accept the idea of retirement and only now are we realizing that older persons, displaced from our work force, must be assigned a socially useful role if they are to be happy."

The Division on Older Workers, Civilian Rehabilitation Branch, Department of Labour, was represented at the conference. Canadian delegates, who came from Ottawa, Toronto and Windsor, Ont., and from Montreal, included some of the persons who were members of Canada's delegation to the 1961 White House Conference.

Women's Bureau

U.N. Commission on Status of Women

Commission's Seventeenth Session, attended by delegates from 21 member states, discusses women's political rights, access to education, economic rights and opportunities, status in law

Delegates of 21 member states of the United Nations participated in the Seventeenth Session of the U.N. Commission on the Status of Women, held in New York in March. Topics discussed were those which are the continuing concerns of the Commission.*

Political Rights—In 96 countries women have full political rights and 39 states are now parties to the Convention on the Political Rights of Women. The view was expressed that emphasis in the work of the Commission should shift to implementation and effective use of political rights. To this end the Commission gave careful consideration to the draft of a pamphlet on civic and political education for women.

Access to Education—Illiteracy remains a major problem. Almost half the world's people still cannot read, and statistics indicate that illiteracy is particularly high among women. In many countries, the highly industrialized as well as the newly developing, training for girls tends to be limited to fields traditionally regarded as women's work.

For women in rural areas it was recommended that due priority be given to programs and activities directed to the development of education and vocational training of all types and at all levels.

Economic Rights and Opportunities—The representative of the ILO, introducing the documents which formed the basis of the discussion on women's economic rights and opportunities, stated that, while the Organization continued to work on matters of special interest to women, special efforts were being made to meet new problems created by technological change and by economic and social development and integration.

Future studies of the access of women to training and employment in the principal professional and technical fields will stress the evolutionary factors shaping the occupational outlook of women.

The Commission welcomed the decision to include an item entitled, Women workers in a changing world, in the agenda of the 1964 and 1965 sessions of the International Labour Conference.

Retirement age and pension rights continued to be controversial questions in the Commission. The final recommendation was that provisions in this sphere be kept sufficiently flexible to meet varied and changing circumstances, individual needs and reasonable individual preferences.

Advisory Services on Human Rights—In 1962 the Commission had recommended an increase in United Nations projects to advance the position of women in developing countries. As a result the General Assembly had expanded its program of advisory services in human rights, doubling the number of fellowships.

Since 1958, regional seminars on citizenship responsibilities of women had been held in Bangkok and Bogota and on their status in family law in Bucharest and Tokyo. Another seminar on the latter subject will be held in Bogota in December. Members of the Commission regarded these meetings as an especially effective means of improving the status of women. In several countries national seminars had been held following the regional ones, thus extending their influence.

It was suggested that future seminars might deal with such subjects as educational and economic rights and opportunities, professional training and vocational guidance, and the participation of women in economic and social life.

Assistance for the Advancement of Women in Developing Countries—Among steps being taken by the United Nations to establish a unified, long-term program for the advancement of women, the Commission recommended that the attention of member states be directed to the value of appointing national commissions on the status of women, composed of leading men and women with experience in government service, education, employment, community development and other aspects of public life, to develop plans for improving the position of women in their respective countries.

Status of women in private law—The Commission was gratified that the General Assembly had adopted the Convention on Consent to Marriage, Minimum Age for Marriage and Registration of Marriages.

*Full details of the agenda were given in Women's Bureau Bulletin No. VII, February 1963. The published Report of the Seventeenth Session may be obtained from the Queen's Printer, Ottawa. Price $1.10.

Major Settlements in First Half, 1963

During the first six months of 1963, collective bargaining in Canada produced 116 settlements covering bargaining units of 500 or more employees, outside the construction industry. All but four of these settlements were reached without a work stoppage. The 116 major settlements applied to nearly 150,000 workers.

Of the major agreements signed during the first six months, 27 are effective for one year, 68 for two years and 16 for three years.

More than half of the one-year contracts provide for wage increases of 3 to 6 cents an hour on labour rates, with the majority providing 5 and 6 cents an hour.

Nearly half of the two-year contracts give wage increases of 7 to 13 cents an hour, the most frequent increases in this range being from 9 to 11 cents an hour.

Eight of the 16 three-year agreements grant wage increases totalling 10 to 13 cents an hour, seven provide for increases in the range of 16 to 21 cents an hour, and one contract increases wages by 6 cents an hour over the three-year term.

In the Quebec and Ontario logging industry, contract negotiations led to eight major agreements covering more than 8,500 workers; the majority of these contracts are for a term of two years.

In Ontario, negotiations between Abitibi Power and Paper, Domtar Newsprint (Nipigon Woodland Department) and Great Lakes Paper and the Carpenters (Lumber and Sawmill Workers) established a pattern of labour rate increases amounting to 17 cents an hour over two years.

In Quebec a two-year contract between the Carpenters (Lumber and Sawmill Workers) and Quebec North Shore Paper increased hourly rates by 9 cents an hour. The same union negotiated a two-year agreement with E. B. Eddy providing wage increases amounting to 11 cents an hour, and a three-year agreement with Anglo-Canadian Paper that increases hourly wages by 11 cents an hour. Another three-year agreement, with Donohue Brothers in Clermont, makes provision for a 5-cent an hour increase effective for one year and a wage reopener in the second year of the contract.

In the asbestos mining industry, the Mining Employees' Federation (CNTU) negotiated a three-year agreement raising wages by 18 cents an hour for general labourers employed by Asbestos Corporation and two other companies at Thetford Mines, Que.

In the metal mining industry, the Steelworkers and Iron Ore of Canada were parties to a three-year contract increasing wages of workers in Quebec and Newfoundland by 21 cents an hour. A number of unions in Manitoba bargaining jointly with Hudson Bay Mining and Smelting signed a two-year agreement that provides for wage increases of 8 to 10 cents an hour, depending on classification.

In the manufacturing sector, the largest concentration of settlements was in the pulp and paper industry, where 12 major agreements covering more than 25,000 workers were negotiated. In the eastern segment of the industry, improvements to employee benefit plans were the principal features of the settlements.

Five of the pulp and paper settlements in eastern Canada were for a two-year term. Although they provided for no general wage increases, they granted 3-cent-an-hour adjustments for skilled trades. Five of the eastern Canadian settlements were negotiated for a period of one year; three of them granted no general wage increases except for a 3-cent-an-hour adjustment for skilled trades, two companies agreed to a general wage increase of 3 cents an hour.

In British Columbia, 5,100 employees of five pulp and paper companies that had bargained together were covered by two settlements with the Papermakers and Pulp and Paper Mill Workers. The labour rates at these companies were increased by 8 cents an hour in one-year contracts.

Collective bargaining in the commercial printing industry resulted in two settlements covering 2,300 lithographers and printing pressmen. Locals of the Amalgamated Lithographers of America in London, Hamilton, Toronto, Ottawa and Montreal signed a two-year agreement with the Canadian Lithographers' Association, representing 43 member companies, granting wage increases ranging from 8 to 10 cents an hour in each year of the contract, depending upon classification. In Toronto, the Council of Printing Industries, bargaining representative for 44 companies, negotiated a three-year agreement with the Printing Pressmen that includes general wage increases totalling 32 cents an hour.

(*Continued on page 737*)

This review is prepared by the Collective Bargaining Section, Labour-Management Division, of the Economics and Research Branch.

WAGE SETTLEMENTS DURING THE FIRST HALF OF 1963, BY INDUSTRY

Collective agreements covering 500 or more employees concluded between January 1 and June 30, 1963, excluding agreements in the construction industry and agreements with wage terms in piece or mileage rates only. The data are based on preliminary reports where copies of new collective agreements had not been received before compilation.

Industry and Total Wage Increase in Cents per Hour*	Term of Agreement in Months									
	Under 15		15–20		21–26		27–32		33 and over	
	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.	Agts.	Empls.
Forestry										
1	1	500								
5	1	600								
9					1	1,600				
11					1	500			1	2,000
17					3	3,400				
Mining										
8					1	2,290				
18									1	1,500
21									1	2,000
Manufacturing										
0	4	2,890			5	15,950				
3	2	1,800			1	1,200				
4	1	550			1	3,400				
5	1	550			1	7,300				
6					3	4,400				
7					2	1,550				
8	2	5,100			2	1,300				
9					2	1,200				
10					2	2,050			2	1,320
11					3	2,700				
12					1	800			2	1,100
13					3	2,750			1	2,000
14					1	1,400				
15					3	2,100				
16					1	1,700			1	1,300
17					1	600			2	1,000
19									1	800
20							1	800	1	530
21					1	600				
23					1	850				
24					1	700	1	1,000		
32					1	600				
Transportation, Storage and Communication										
0	1	540								
1	2	1,230								
2	1	980								
3	1	1,400								
6	1	4,400	1	1,200	1	750				
8					1	800				
10					2	2,900				
13					1	1,000				
Public Utility Operations										
8							1	1,500		
10					1	650				
12							1	1,300		
Trade										
3	1	1,000								
11					1	1,500				
Service										
1					1	2,480				
4	1	630								
5	2	2,380								
6	3	3,480							1	750
7					3	3,800				
9	1	1,710			3	1,800				
10					2	1,260			1	500
11					1	600			1	600
12					1	700				
13					1	1,200				
14					2	5,100				
15	1	5,000			1	630				
16					1	800				
17					1	3,700				
18					1	500				
19					1	750				
30					1	1,000				
Total	27	34,740	1	1,200	68	92,860	4	4,600	16	15,400

*The wage increases shown relate only to base rates, i.e., labour rates or their equivalent. Fractions of a cent are rounded to nearest cent. The data on the number of employees covered are approximate and include all classifications covered by the agreement.

Collective Bargaining Scene

Agreements covering 500 or more employees, excluding those in the construction industry

Part I—Agreements Expiring During August, September and October

(except those under negotiation in July)

Company and Location	Union
Assn. Patronale des Services Hospitaliers (5 hospitals), Drummondville & other locations, Que.	Service Empl. Federation (CNTU)
Crane Limited, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
Dominion Corset, Quebec, Que.	Empl. Assn. (Ind.)
Dominion Electrohome Industries, Kitchener, Ont.	Nat. Council of Cdn. Labour (Ind.)
Dominion Stores, Toronto & other locations, Ont.	Retail, Wholesale Empl. (AFL-CIO/CLC)
Dow Chemical, Sarnia, Ont.	Oil Wkrs. (AFL-CIO/CLC)
DuPont of Canada, Shawinigan, Que.	Cellulose Wkrs. Assn. (Ind.)
Food stores (various), Winnipeg & Transcona, Man.	Retail Clerks (AFL-CIO/CLC)
Maritime Tel. & Tel., company-wide	I.B.E.W. (AFL-CIO/CLC) (traffic empl.)
McIntyre Porcupine Mines, Schumacher, Ont.	Steelworkers (AFL-CIO/CLC)
Quebec Natural Gas, Montreal, Que.	Chemical Wkrs. (AFL-CIO/CLC)
Shawinigan Power, province-wide, Que.	Empl. Assn. (Ind.)
Shipbuilders (various), Vancouver & Victoria, B.C.	Various unions
Soo-Security Motorways, Ont., Man., Sask. & Alta.	Teamsters (Ind.)
Winnipeg Metro. (Transit Dept.), Man.	Street Railway Empl. (AFL-CIO/CLC)

Part II—Negotiations in Progress During July

Bargaining

Company and Location	Union
Belt Mfrs. Assn., Montreal, Que.	Ladies' Garment Wkrs. (AFL-CIO/CLC)
Bowater's Nfld. Pulp & Paper, Corner Brook, Nfld.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Canada Steamship Lines, Ont. & Que.	Railway Clerks (AFL-CIO/CLC)
CBC, company-wide	Public Service Empl. (ARTEC) (CLC)
Celgar, Rayonier Canada & B.C. Forest Products, Watson Island, Woodfibre & Crofton, B.C.	Cdn. Pulp & Paper Wkrs. (Ind.)
Commission des Ecoles Catholiques, Montreal, Que.	Public Service Empl. Federation (CNTU) (maintenance empl.)
Consolidated Paper, Cap de la Madeleine & Three Rivers, Que.	Paper Makers (AFL-CIO/CLC) & Pulp & Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Grand'Mere, Que.	Paper Makers (AFL-CIO/CLC) & Pulp & Mill Wkrs. (AFL-CIO/CLC)
Consolidated Paper, Nicauba, Que.	Bush Wkrs., Farmers' Union (Ind.)
Consolidated Paper, Shawinigan, Que.	Paper Makers (AFL-CIO/CLC) & Pulp & Mill Wkrs. (AFL-CIO/CLC)
Denison Mines, Elliot Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Dominion Oilcloth & Linoleum, Montreal, Que.	CNTU-chartered local
Dominion Steel & Coal, Montreal, Que.	Steelworkers (AFL-CIO/CLC)
Dominion Steel & Coal, Trenton, N.S.	Steelworkers (AFL-CIO/CLC)
Dominion Steel & Coal (Cdn. Bridge), Walkerville, Ont.	Steelworkers (AFL-CIO/CLC)
Dominion Stores, Montreal & vicinity, Que.	Retail Clerks (AFL-CIO/CLC)
Domtar Newsprint (Woodland Div.), Riviere Jacques Cartier, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Domtar Newsprint (Donnacona Paper), Donnacona, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Domtar Pulp & Paper (Kraft & Boxboard Div.), Windsor, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Dress Mfrs. Guild, Toronto, Ont.	Ladies' Garment Wkrs. (AFL-CIO/CLC)
DuPont of Canada, Maitland, Ont.	Chemical Wkrs. (AFL-CIO/CLC)
Employing Printers' Assn., Montreal, Que.	Bookbinders (AFL-CIO/CLC)
Employing Printers' Assn., Montreal, Que.	Printing Pressmen (AFL-CIO/CLC)

Company and Location	Union
Gaspesia woods contractors, Chandler, Que.	Bush Wkrs., Farmers' Union (Ind.)
Hamilton City, Ont.	Public Service Empl. (CLC) (outside empl.)
Hotel Dieu St. Vallier, Chicoutimi, Que.	Service Empl. Federation (CNTU)
House of Seagram, Que., Ont. & B.C.	Distillery Wkrs. (AFL-CIO/CLC)
Manitoba Rolling Mill, Selkirk, Man.	Steelworkers (AFL-CIO/CLC)
Miner Rubber, Granby, Que.	Rubber Wkrs. (AFL-CIO/CLC)
Molson's Brewery, Montreal, Que.	Empl. Assn. (Ind.)
New Brunswick Power Commission, province-wide	I.B.E.W. (AFL-CIO/CLC)
Ottawa Civic Hospital, Ottawa, Ont.	Public Empl. (CLC)
Price Bros., Kenogami & Riverbend, Que.	Pulp & Paper Wkrs. Federation (CNTU)
Quebec Cartier Mining, Port Cartier & Lac Jeannine, Que.	Steelworkers (AFL-CIO/CLC)
Quebec North Shore Paper, Baie Comeau, Que.	Paper Makers (AFL-CIO/CLC) & Pulp & Paper Mill Wkrs. (AFL-CIO/CLC)
Royal Alexandra Hospital, Edmonton, Alta.	Public Empl. (CLC)
TCA, company-wide	Air Line Flight Attendants (CLC)
TCA, company-wide	Sales Empl. (Ind.)
Wabasso Cotton, Grand'Mere, Shawinigan & Three Rivers, Que.	United Textile Wkrs. (AFL-CIO/CLC)
Winnipeg General Hospital, Winnipeg, Man.	Public Empl. (CLC)
Winnipeg City, Man.	Public Service Empl. (CLC)
Winnipeg Metro., Man.	Public Service Empl. (CLC)

Conciliation Officer

Assn. Patronale des Services Hospitaliers, Quebec, Que.	Service Empl. Federation (CNTU) (male empl.)
Assn. Patronale des Services Hospitaliers, Quebec, Que.	Service Empl. Federation (CNTU) (female empl.)
Ayers Limited, Lachute, Que.	United Textile Wkrs. (AFL-CIO/CLC)
Council of Printing Industries, Toronto, Ont.	Typographical Union (AFL-CIO/CLC) (composing room empl.)
Domil Limited, Sherbrooke, Que.	Textile Federation (CNTU)
Dominion Rubber (Rubber Div.), St. Jerome, Que.	Rubber Wkrs. (AFL-CIO/CLC)
Domtar Pulp & Paper, (Newsprint Div.), Red Rock, Ont.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
Fittings Limited, Oshawa, Ont.	Steelworkers (AFL-CIO/CLC)
Hamilton City, Ont.	Public Empl. (CLC) (office empl.)
Hospitals (13), Montreal & other centres, Que.	Service Empl. Federation (CNTU) (registered nurses)
K.V.P. Company, Espanola, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Ontario Paper, Thorold, Ont.	Paper Makers (AFL-CIO/CLC), Pulp & Paper Mill Wkrs. (AFL-CIO/CLC) & others
R.C.A. Victor, Montreal, Que.	Salaried Empl. Assn. (Ind.)
Regent Knitting Mills, St. Jerome, Que.	Textile Wkrs. Union (AFL-CIO/CLC)
E. S. & A. Robinson (Can.), Leaside, Ont.	Printing Pressmen (AFL-CIO/CLC)
Stanrock Uranium Mines, Elliot Lake, Ont.	Steelworkers (AFL-CIO/CLC)
Shipping Federation of Canada, Halifax, N.S., Saint John, N.B., Montreal, Quebec & Three Rivers, Que.	I.L.A. (AFL-CIO/CLC)
Union composing rooms, Toronto, Ont.	Typographical Union (AFL-CIO/CLC)

Conciliation Board

CBC, company-wide	Broadcast Empl. (AFL-CIO/CLC)
Dominion Coal, Glace Bay, N.S.	Mine Wkrs. (Ind.)
Dominion Rubber (Tire Div.), Kitchener, Ont.	Rubber Wkrs. (AFL-CIO/CLC)
Falconbridge Nickel, Falconbridge, Ont.	Mine, Mill & Smelter Wkrs. (Ind.)
Goodyear Cotton, St. Hyacinthe, Que.	Textile Federation (CNTU)
Marathon Corp., Port Arthur, Ont.	Carpenters (Lumber & Sawmill Wkrs.) (AFL-CIO/CLC)
Old Sydney Collieries, Sydney Mines, N.S.	Mine Wkrs. (Ind.)
Quebec Hydro-Electric Comm., Montreal, Que.	Office Empl. Assn. (Ind.)
Toronto General Hospital, Toronto, Ont.	Building Service Empl. (AFL-CIO/CLC)

Post-Conciliation Bargaining

B.C. Shipping Federation, various ports, B.C.	Longshoremen & Warehousemen (CLC)

Arbitration

(No cases during July)

Work Stoppage

(No cases during July)

Part III—Settlements Reached During July 1963

(A summary of major terms on the basis of information immediately available. Figures on the number of employees covered are approximate.)

ALUMINUM CO., KITIMAT & KEMANO, B.C.—STEELWORKERS (AFL-CIO/CLC): 3-yr. agreement covering 1,800 empl.—wage increases of 6¢ an hr. eff. June 21, 1963, 6¢ an hr. eff. June 28, 1964 and 6¢ an hr. eff. June 27, 1965; shift wkrs. to be paid premium of 20¢ an hr. for work on statutory holidays (formerly double time); weekly sick benefit plan improved to provide 60 per cent of earnings, payable up to 26 wks. after third day of illness; rate for labourer after June 27, 1965 will be $2.43 an hr.

BATHURST POWER & PAPER, BATHURST, N.B.—PAPERMAKERS (AFL-CIO/CLC), PULP & PAPER MILL WKRS. (AFL-CIO/CLC) & OTHERS: 2-yr. agreement covering 810 empl.—no general wage changes; wage adjustment of 3¢ an hr. eff. July 15, 1963 for some skilled trades; employer contribution to hospital insurance increased by $1.50 a mo. for family coverage; evening and night shift premiums to be 8¢ and 11¢ respectively eff. January 1, 1964 (at present 7¢ and 10¢); 4 wks. vacation after 23 yrs. of service eff. Jan. 1, 1964 (at present after 25 yrs.) and after 20 yrs. of service eff. Jan. 1, 1965; compulsory union membership for new empl. and maintenance of membership for present empl.; preferential hiring for residents of Bathurst and union members; rate for labourer $2 an hr.

B. A. OIL, CLARKSON, ONT.—OIL WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—wage increases of 7¢ an hr. eff. April 15, 1963 and 8¢ an hr. eff. April 15, 1964; rate for labourer after April 15, 1964 will be $2.15 an hr.

CDN. BRITISH ALUMINUM, BAIE COMEAU, QUE.—METAL TRADES' FEDERATION (CNTU): 1-yr. agreement covering 700 empl.—wage increase of 5¢ an hr. retroactive to April 1, 1963; wage adjustments for skilled tradesmen; 6 paid holidays (formerly 5 paid holidays); rate for labourer $2.20 an hr.

CNR, NORTH SYDNEY, N.S.—I.L.A. (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—wage increases of 4¢ an hr. eff. Aug. 1, 1963 and 4¢ an hr. eff. Aug. 1, 1964; 3 wks. vacation after 3 yrs. of service (formerly after 15 yrs.); rate for freight handler/stevedore after Aug. 1, 1964 will be $2.09 an hr.

DAVID & FRERE, MONTREAL, QUE.—EMPL. ASSN. (IND.): 3-yr. agreement covering 600 empl.—wage increases of 5¢ an hr. retroactive to May 23, 1962, 3¢ an hr. eff. July 19, 1963 and 7¢ an hr. eff. May 25, 1964.

DOM. STEEL & COAL, SYDNEY, N.S.—STEELWORKERS (AFL-CIO/CLC): 3-yr. agreement covering 2,700 empl.—wage increase of 4½¢ an hr. eff. Aug. 2, 1964; employer contributions to welfare plan to be 6¢ an hr. (formerly 3¢ an hr.), to pension plan 6½¢ an hr. (formerly 3½¢ an hr.) and to S.U.B. plan 5¢ an hr. (formerly 3¢ an hr.); rate for sweeper after Aug. 2, 1964 will be $2 an hr.

DRESS & SPORTSWEAR MFRS. GUILD, MONTREAL, QUE.—LADIES' GARMENT WKRS. (AFL-CIO/CLC): 3-yr. agreement covering 10,000 empl.—increase in piece rates of 4½% for pressers, 10% for finishers and 8% for operators eff. Aug. 1, 1963; increase in starting rates for unskilled empl. of 10¢ an hr. eff. Jan. 1, 1964 and 10¢ an hr. eff. July 1, 1964; other wage increases ranging from 10¢ to 35¢ an hr., depending on classification, to be granted in two steps.

E. B. EDDY, HULL, QUE.—PAPERMAKERS (AFL-CIO/CLC), PULP & PAPER MILL WKRS. (AFL-CIO/CLC) & OTHERS: 1-yr. agreement covering 1,650 empl.—no general wage changes; evening and night shift premiums increased to 7¢ and 12¢ eff. May 1, 1963 (formerly 6¢ and 11¢); 4 wks. vacation after 20 yrs. of service eff. May 1, 1963 (formerly after 25 yrs.); jury duty pay introduced; male empl. retiring at age 65 having 15 or more yrs. of service to be covered by group life insurance amounting to $2,000; employer contributions to group insurance plan increased by $6.50 a mo. for empl. with dependent coverage and by $3.50 a mo. for empl. with personal coverage eff. May 1, 1963; employer to increase contributions toward major medical plan to 85% for those empl. with dependent coverage (formerly 75%) and to 85% for those empl. with personal coverage (formerly 80%) eff. July 15, 1963 with deductible to be $25 (formerly $50); rate for labourer $1.90 an hr.

EASTERN CAN. STEVEDORING & FOUR OTHERS, TORONTO, ONT.—I.L.A. (AFL-CIO/CLC): 2-yr. agreement covering 500 empl.—wage increases of 10¢ an hr. retroactive to Jan. 1, 1963 and 9¢ an hr. eff. Jan. 1, 1964; welfare benefit increased from 11¢ to 13¢ an hr. eff. Jan. 1, 1963 and to 15¢ an hr. eff. Jan. 1, 1964; rate for longshoreman after Jan. 1, 1964 will be $2.38 an hr.

FAIREY AVIATION, EASTERN PASSAGE, N.S.—MACHINISTS (AFL-CIO/CLC): 2-yr. agreement covering 1,000 empl.—wage increases of 5¢ an hr. retroactive to April 1, 1963, 3¢ an hr. eff. Oct. 1, 1963 and 2¢ an hr. eff. April 1, 1964; employer contribution to welfare plan to be 50% (formerly 33⅓%); rate for labourer after April 1, 1964 will be $1.71 an hr.

FISHERIES ASSN. & COLD STORAGE COS., B.C.—UNITED FISHERMEN (IND.) & NATIVE BROTHERHOOD (IND.) (SHORE WKRS.): 1-yr. agreement covering 4,500 empl.—wage increase of 4%; pension vesting rights eff. after 10 yrs. of service; rate for female washer and line worker $1.64 an hr. and rate for male casual labourer $1.94 an hr.

FISHERIES ASSN. OF B.C.—UNITED FISHERMEN (IND.) (TENDERMEN): 1-yr. agreement covering 650 empl.—wage increase of 4%; rate for cook/deck-hand on Class A vessel under 15 tons will be $349.25 a mo.

FRASER COS., ATHOLVILLE, EDMUNDSTON & NEWCASTLE, N.B.—PULP & PAPER MILL WKRS. (AFL-CIO/CLC): 2-yr. agreement covering 1,100 empl.—no general wage changes; wage adjustment of 3¢ an hr. for maintenance wkrs.; evening and night shift premiums to be 8¢ and 11¢ respectively eff. Jan. 1, 1964 (at present 7¢ and 10¢); 4 wks. vacation after 20 yrs. of service eff. Jan. 1, 1964 (at present after 25 yrs.); improved pension benefits; rate for labourer $1.98 an hr.

HOTEL EMPRESS (CPR), VICTORIA, B.C.—RAILWAY, TRANSPORT AND GENERAL WKRS. (CLC): arbitration award establishing 3-yr. agreement covering 500 empl.—wage increases of 3¢ an hr. retroactive to March 1, 1962, 2¢ an hr. retroactive to March 1, 1963 and 2¢ an hr. eff. March 1, 1964; additional classification adjustments; 4 wks. vacation after 25 yrs. of service (formerly after 35 yrs.); rate for dining room waiter after March 1, 1964 will be $1.27 an hr.

INTERNATIONAL NICKEL, SUDBURY & PORT COLBORNE, ONT.—STEELWORKERS (AFL-CIO/CLC): 3-yr. agreement covering 13,500 empl.—wage increases of 3% eff. July 10, 1963, 2½% eff. July 1964 and 2½% eff. July 1965; compulsory check-off of $5 a mo. maintained as in previous agreement; P.S.I. Blue Plan with employer contributing 60% of premiums to supersede previous health insurance plans within 6 mos. of eff. date of agreement; weekly sickness and accident indemnity to be increased to $50 payable up to 32 wks. (formerly $40 payable up to 26 wks.) with employer paying 50% of premium; group life insurance to be increased to $5,000 (formerly $2,500) with employer paying 50% of premium; death benefit of $500 to be paid to beneficiary of empl. who dies after completing 6 mos. of continuous service; additional death benefits of $500 after 1 yr. of continuous service, $1,000 after 2 yrs. of continuous service, $1,500 after 3 yrs. of continuous service, $2,000 after 4 yrs. of continuous service and $2,500 after 5 or more yrs. of credited service; new flat-rate pension plan supersedes previous wage-related retirement system: monthly pension for normal or late service retirement to be $5.75 multiplied by number of yrs. of employment with pay during most recent period of continuous service; monthly pension to be reduced by ½% for each full mo. by which age of empl. at date of early service retirement is less than 65; minimum monthly pension for empl. entitled to retire because of total and permanent disability to be calculated as if empl. had 15 yrs. of employment with pay; vesting at age 50 and after completion of 15 or more yrs. of continuous service, with deferred pension of $5.75 a mo. per yr. of continuous service payable at age 65; supplemental pension of 50¢ a mo. per yr. of employment with pay to be granted until retiring empl. becomes eligible for any governmental old age security pension; rate for labourer after July 1965 will be $2.13½¢ an hr.

KIMBERLY-CLARK AND SPRUCE FALLS PAPER, KAPUSKASING & LONGLAC, ONT.—CARPENTERS (LUMBER & SAWMILL WKRS.) (AFL-CIO/CLC): arbitration award establishing 27-mo. agreement covering 1,100 empl.—wage increases of 6¢ an hr. for day wkrs. and 2% for piece wkrs. retroactive to Sept. 1, 1962; work week to be reduced from 44 to 40 hrs. eff. Sept. 1, 1963 with partial maintenance of weekly pay; rate for labourer after Sept. 1, 1963 will be $1.91 an hr.

K.V.P. COMPANY, ESPANOLA, ONT.—PAPERMAKERS (AFL-CIO/CLC), PULP & PAPER MILL WKRS. (AFL-CIO/CLC) & I.B.E.W. (AFL-CIO/CLC): 2-yr. agreement covering 750 empl.—no general wage changes; wage adjustment of 3¢ an hr. retroactive to May 1, 1963 for mechanics; evening and night shift premiums to be 8¢ and 11¢ respectively (formerly 7¢ and 10¢); 4 wks. vacation after 20 yrs. of service (formerly after 23 yrs.); employer to contribute $2.10 a mo. toward Ontario Hospital Insurance for all empl. eff. May 1, 1963 and $2.50 a mo. for married empl. eff. May 1, 1964; pension vesting rights at age 45 after 10 yrs. of service; rate for labourer $2 an hr.

MONTREAL HAT & CAP MFRS. ASSN., MONTREAL, QUE.—HATTERS (AFL-CIO/CLC): 3-yr. agreement covering 500 empl.—wage increase of 10¢ an hr. eff. July 15, 1963; increase of 10¢ an hr. in minimum wage rates for all classifications except cutters and blockers, who will receive 15¢ an hr.; minimum starting rate for female apprentices to be 80¢ an hr.; work week to be reduced from 40 to 37½ hrs. eff. June 1965 with maintenance of take-home pay; employers to contribute 4% of payroll for welfare purposes (formerly 3½%) and 1% of payroll for union label and promotional work.

NORTHERN FOREST PRODUCTS, PORT ARTHUR, ONT.—CARPENTERS (LUMBER & SAWMILL WKRS.) (AFL-CIO/CLC): 2-yr. agreement covering 650 empl.—wage increases of 6¢ an hr. for day wkrs. and 2% for piece wkrs. retroactive to Sept. 1, 1962; work week to be reduced from 44 to 40 hrs. eff. Sept. 1, 1963 with partial maintenance of weekly pay; rate for labourer after Sept. 1, 1963 will be $1.90 an hr.

TCA, COMPANY-WIDE—AIRLINE PILOTS (IND.): 27-mo. agreement covering 600 empl.—wage increases of $25 a mo. eff. July 1, 1963 and $25 a mo. eff. July 1, 1964.

VANCOUVER CITY, B.C.—FIREFIGHTERS (AFL-CIO/CLC): 2-yr. agreement covering 650 empl.—wage increase of 2½% retroactive to March 1, 1963 for first-class firemen and higher ranks; adjustment in wage schedule for other ranks; work week reduced to 42 hrs. eff. Aug. 2, 1964 (at present 48 hrs.); firemen to receive 14 calendar days holiday (formerly 10 statutory holidays), to be reduced to 11 calendar days eff. Jan. 1, 1964; rate for first-class fireman will be $495 a mo.

INTERNATIONAL LABOUR ORGANIZATION

47th International Labour Conference

Adopts Convention and Recommendation on guarding of machinery, Recommendation on termination of employment at initiative of employer. Elects 48 members of new enlarged Governing Body

The 47th Session of the International Labour Conference, which opened on June 5, ended in Geneva on June 26. The Session achieved these main results:

—Adoption of a Convention and a Recommendation concerning the prohibition of the sale, hire and use of inadequately guarded machinery (see text, page 685). The total number of International Labour Recommendations now stands at 119.

—Adoption of a Recommendation concerning termination of employment at the initiative of the employer (see text, page 689). The total number of International Labour Recommendations now stands at 119.

—Adoption of conclusions to serve as the basis for a Convention and a Recommendation concerning hygiene in commerce and offices.

—Adoption of conclusions to serve as the basis for a Convention and a Recommendation concerning benefits in the case of industrial accidents and occupational diseases.

—Election of members of the Governing Body of the International Labour Office.

In addition, the Conference discussed a Report submitted by David A. Morse, ILO Director-General, which dealt with the ILO's structure and programs.

At mid-session, the attendance of delegates and technical advisers had reached the record number of 1,087. Of the 108 ILO member countries, 102 were represented, most of them by full tripartite delegations.

The session was opened on June 5 by Alexandre Parodi of France in his capacity as chairman of the outgoing Governing Body. The Conference then unanimously elected as its President Joseph Modupe Johnson, Federal Minister of Labour of Nigeria. T. H. Robinson, Canadian Employer Delegate was elected Employers' Vice-President.

Debate on South Africa

Strong protests were voiced during the session against the presence of a South African delegation in defiance of a 1961 Conference resolution advising that country to withdraw from the ILO until it had abandoned its policy of racial separation.

This issue gave rise to a series of demonstrations and incidents culminating in the resignation of Mr. Johnson as President of the Conference, the withdrawal of the delegations of 31 African and 5 Arab member States from the session, and a proposal, which was rejected, that the Conference should suspend its work.

On June 18, the decision of the African delegations to take no further part in the current session as a sign of protest was made known to the Conference in a statement read by Mr. Johnson after his resignation. This statement was followed by a statement by Mr. Morse.

The withdrawal of the African and Arab delegations brought the number of countries represented down to 66.

On June 21, the Conference voted 135 to 3 with 57 abstentions to invalidate the credentials of the South African Worker Delegate.

After the resignation of Mr. Johnson, the Conference elected Erik Dreyer, Government delegate of Denmark, as President of the Conference for the remainder of the session.

Mr. Morse, in his statement on the South African question, proposed four "emergency measures" to make the ILO stand against South Africa's policy of racial separation more effective, He proposed:

—The exclusion of the Republic of South Africa from ILO meetings other than the International Labour Conference (whom all member countries have a constitutional right to attend);

—The reference to the Security Council of the proposal for the expulsion of South Africa from the United Nations;

—Full ILO co-operation in United Nations action relating to South Africa and in proceedings pending before the International Court of Justice regarding the practice of *apartheid* in the territory of South West Africa under South African mandate.

—The immediate establishment of a commission to conduct a special investigation into freedom from forced labour, freedom of association and freedom from discrimination in South Africa, with authority to reach findings of law and fact and formulate recommendations.

The Director-General proposed that the human rights investigation should be entrusted to a "special commission of three members of the highest international reputation, chosen for their known independence and impartiality and serving in a personal capacity." In view of the urgency of the matter, Mr. Morse asked for authority to appoint the members of the commission himself after consulting the officers of the Governing Body.

The terms of reference of the commission, as proposed by Mr. Morse, would be to examine the extent to which the law and practice in South Africa violate the fundamental human rights set forth in ILO Conventions and Recommendations concerning forced labour and related matters, freedom of association and discrimination in respect of employment and occupation.

The commission would, under the proposal, report to the Governing Body not later than May 1, 1964 and would include in its report, in addition to findings of law and fact, recommendations it might think proper for bringing the law and practice of South Africa into conformity with the appropriate ILO standards.

Elections to the Governing Body

Elections to the Governing Body were on the basis of 48 instead of 40 seats as previously. In the enlarged Governing Body there are 24 government seats, 12 employers' seats and 12 workers' seats.

Ten of the government seats are permanently held by the following countries of "chief industrial importance": Canada, China, France, Germany (Federal Republic), India, Italy, Japan, U.S.S.R., United Kingdom and United States.

The 14 countries elected to regular membership of the Governing Body at the Conference were: Algeria, Australia, Brazil, Bulgaria, Ecuador, Gabon, Lebanon, Liberia, Mali, Mexico, Pakistan, Peru, Poland, Tanganyika.

Kalmen Kaplansky, Director of the International Affairs Department, Canadian Labour Congress, was elected a regular member of the Workers' Group of the new Governing Body.

General Discussion and Reply

A total of 169 speakers took part in the general discussion of the Director-General's Report (L.G., May, p. 385).

In his reply to the speakers, Mr. Morse proposed to continue the discussion as a whole at next year's session. His Report would again be before the Conference, accompanied by some guidelines for further discussion and a concise up-to-date account of recent ILO activities. The full record of the two successive sessions would then be the basis upon which conclusions might be drawn.

Mr. Morse noted, however, that if the discussion this year had been incomplete, it had nevertheless been extensive and that on some questions the concensus seemed to be such that further detailed consideration by the Conference could be regarded as unnecessary.

In outlining his views on the continuation of the Conference next year, Mr. Morse suggested that attention be focused mainly on five of the questions dealt with in his Report. These were:

—trade unions and labour relations in developing countries;

—incomes;

—the status and conditions of the workers;

—arrangements for regional action; and

—arrangements for dealing with industry problems on an industry-by-industry basis.

Mr. Morse anticipated that, apart from the general discussion on his Report, certain other structural questions might be expected to arise in the form of draft resolutions. He did not feel that this year's moratorium on resolutions should be extended for another year. He felt that there might even be some advantage in putting

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"Is it too optimistic to think that old and deeply rooted antagonisms are progressively diminishing and that a notion of world well-being has now emerged that transcends the quarrels of nations or systems—even that those systems which seemed most fundamentally opposed are tending to draw closer together with a greater need for justice being felt on the one hand and a greater need for freedom on the other? Is it not a favourable sign that the problems of the countries we agree to call 'developing' are coming more and more to the forefront in the work of the international organizations, of our own especially? And if we still live in a dangerous world, may we not consider it a little less dangerous today then yesterday?

"It is in any case up to our Organization, which is concerned pre-eminently with human relations, to give more substance to this hope that I tentatively express. Ours is one of those places in the world where the spirit of co-operation—between classes, between races, between countries—must grow stronger. This is the ILO's very raison d'être, . . .

—Alexandre Parodi, Chairman, ILO Governing Body, opening 47th International Labour Conference.

certain ideas to the test of a vote. "The initiative in this respect lies with delegates," he commented.

Mr. Morse listed several elements in the suggested program that he thought the ILO could get on with promptly. These included the ILO's new program dealing with social aspects of automation, studies to help define a "strategy for labour relations" in concrete terms and steps to bring the ILO's labour relations activities together into a more integrated whole.

One of the general conclusions drawn by Mr. Morse from the general discussion this year was a "strong reaffirmation of the tripartite principle."

Canadian Worker Delegate

"The trade union movement of Canada welcomes every effort to relieve tensions, to create undersanding, and to find common solutions to the grave economic and social problems of our day," said Joseph Morris, Canadian Worker Delegate, during the discussion on the Director-General's Report. Mr. Morris, an Executive Vice-President of the CLC, was the only member of the Canadian delegation who spoke in the discussion.

"We do not believe, however," he went on, "that the achievements of this task would be facilitated by compromising on fundamental principles and commitments." We might agree with the Director-General that it would be unrealistic for the ILO to become the advocate of one system or set of institutions in opposition to others, but this did not mean that "we in the international trade union movement should be asked, while pinpointing international objectives or defining international standards of behaviour, to compromise with basic principles upon which our movement is founded, and which have become the very reason for our existence."

Many in the workers' group have felt uneasy at times about some of the statements emanating from the ILO on the question of wages and incomes, the speaker said. "They have a familiar ring, which we often hear in our own respective countries, about the need for restraint in wages, about the priorities in investment policies pursued by governments and many related subjects." Mr. Morris accordingly suggested that the chapter on this subject in the Director-General's Report should be carefully reviewed so that any misunderstanding about the policy of the ILO might be avoided.

The speaker said that he was particularly pleased that the Director-General had reiterated the importance of the ILO in the field of standard-setting. Referring to the "fiction" that the role of the ILO is finished as far as the industrially advanced countries are concerned, and that it must concentrate solely on economic and technical assistance to the developing countries, Mr. Morris said the work of the ILO in the advanced industrial countries had not been, and never would be completed.

"Changing circumstances and continuous economic growth and development create new social and economic problems which can only be dealt with on an international scale," he said. "We are convinced that economically advanced countries have as much to gain from ILO activities as the developing countries."

Instruments Adopted

The Convention concerning the guarding of machinery was adopted by a vote of 201 to 0 with 1 abstention.

This instrument applies to all power-driven machinery, new or second-hand. It also provides that the competent authority in each country shall determine whether and how far machinery, new or second-hand, operated by manual power presents a risk of injury to the worker and shall be considered as machinery for the purpose of the application of the Convention. This decision shall be taken after consultation with the most representative organizations of employers and workers concerned. The initiative as regards this consultation can be taken by any such organization.

The provisions of the Convention apply only partially to certain specified types of mobile machinery.

A country may, under the terms of the Convention, be exempted temporarily from the provisions concerning the sale, hire, transfer in any other manner and exhibition of machinery without appropriate guards or concerning the use of such machinery.

The provisions of the Convention apply to all branches of economic activity unless the ratifying country specifies a more limited application by a declaration appended to its ratification.

The Convention makes it incumbent on ratifying countries to take all necessary measures, including the provision of appropriate penalties, to ensure the effective enforcement of its provisions.

The full text of the Convention is reprinted below.

Recommendation concerning the guarding of machinery was adopted by a vote of 204 to 0 with 1 abstention.

This instrument extends to manufacture the prohibition applied in the Convention

to the sale, hire, transfer in any other manner, and exhibition of machinery without appropriate guards. It provides that, in specifying the types of machinery covered by the prohibition, account should also be taken of all working parts which, while in operation, may produce flying particles, and all parts which are under dangerous electrical pressure.

In addition, the Recommendation lays down that machinery should be so constructed as to exclude as far as possible any danger to which a person working on the machines may be exposed, taking account of the nature of the materials or the type of danger. The Recommendation applies to all branches of economic activity.

The full text of the Recommendation is reprinted below.

The Recommendation concerning the termination of employment at the initiative of the employer was adopted by a vote of 196 to 14 with 10 abstentions.

This new instrument is divided into two main parts. The first sets forth standards of general application; the second contains supplementary provisions concerning reduction of the work force.

The underlying principle, stated at the outset, is that "termination of employment should not take place unless there is a valid reason for such termination connected with the capacity or conduct of the worker or based on the operational requirements of the undertaking, establishment or service."

The Recommendation lists certain specific reasons that are not to be regarded as valid for termination of employment. These include:

—union membership or participation in union activities outside working hours or, with the consent of the employer, within working hours;

—seeking office as, or acting or having acted in the capacity of, a workers' representative;

—the filing in good faith of a complaint or the participation in a proceeding against an employer involving alleged violation of laws or regulations; or

—race, colour, sex, marital status, religion, political opinion, national extraction or social origin.

The Recommendation provides that a worker who thinks his employment has been unjustifiably terminated should be entitled to appeal, within a reasonable time, against that termination to a body established under a collective agreement or to a neutral body such as a court, an arbitrator, an arbitration committee or a similar body.

The Recommendation states that a worker whose employment is to be terminated should be entitled to a reasonable period of notice or compensation in lieu of notice.

The supplementary provisions provide that "when a reduction of the work force is contemplated, consultation with workers' representatives should take place as early as possible on all appropriate questions."

The full text of the Recommendation is reprinted below.

Preparation of new Standards

Two items on the agenda—hygiene in commerce and offices, and benefits in case of industrial accidents and occupational diseases—were before the Conference for first discussion, with a view to the elaboration of new international labour standards. The conclusions adopted by the Conference on these two questions will serve as a basis for the preparation, after consultation with governments, of draft instruments to be submitted to next year's Conference for final decision.

In adopting the report of the technical committee set up to examine the question of hygiene in commerce and offices, the Conference opened the way for the adoption next year of two new instruments—a Recommendation containing detailed provisions and a Convention setting forth general principles. It was an exceptional procedure for a Conference committee to begin by considering the terms of a draft Recommendation before taking up conclusions of a more general nature for inclusion in a draft Convention.

The Conference adopted the report of the Committee it had set up to consider the question of benefits in the case of industrial accidents and occupational diseases. This report looks forward to the adoption next year of two new instruments—a Convention supplemented by a Recommendation. It was agreed in principle that the scope of the Convention ought to be broad enough to cover under its protective provisions both industrial accidents and occupational diseases in all economic sectors.

The Conference also adopted conclusions to be incorporated into a Recommendation to supplement the Convention. These contain more detailed provisions and more advanced standards to guide member States at different stages of development of their systems.

Canadian Participation

Canadians served on conference committees as follows: Kalmen Kaplansky on the standing orders committee; T. H. Robinson (substitute W. D. H. Frechette) on the

committee on the application of conventions and recommendations, on the committee on guarding of machinery (substitute A. C. Watt), on the committee on termination of employment (substitute Peter Stevens), on the committee on hygiene in shops and offices (substitute George Lach), and on the committee on social security (substitute Armand Trottier); Joseph Morris on the committee on application of conventions and recommendations; Jean-Paul Geoffroy on the committee on guarding of machinery; J. F. Walter on the committee on termination of employment; J. F. Simonds on the committee on hygiene in shops and offices; and F. C. Bodie on the committee on social security.

Text of Convention Concerning Guarding of Machinery

The General Conference of the International Labour Organization,

Having been convened at Geneva by the Governing Body of the International Labour Office, and having met in its Forty-seventh Session on 5 June 1963, and

Having decided upon the adoption of certain proposals with regard to the prohibition of the sale, hire and use of inadequately guarded machinery, which is the fourth item on the agenda of the session, and

Having determined that these proposals shall take the form of an international Convention,

adopts this 25th day of June of the year one thousand nine hundred and sixty-three the following Convention, which may be cited as the Guarding of Machinery Convention, 1963:

PART I. GENERAL PROVISIONS

Article 1

1. All power-driven machinery, new or second-hand, shall be considered as machinery for the purpose of the application of this Convention.

2. The competent authority in each country shall determine whether and how far machinery, new or second-hand, operated by manual power presents a risk of injury to the worker and shall be considered as machinery for the purpose of the application of this Convention. Such decisions shall be taken after consultation with the most representative organizations of employers and workers concerned. The initiative for such consultation can be taken by any such organization.

3. The provisions of this Convention—

(a) apply to road and rail vehicles during locomotion only in relation to the safety of the operator or operators;

(b) apply to mobile agricultural machinery only in relation to the safety of workers employed in connection with such machinery.

PART II. SALE, HIRE, TRANSFER IN ANY OTHER MANNER AND EXHIBITION

Article 2

1. The sale and hire of machinery of which the dangerous parts specified in paragraphs 3 and 4 of this Article are without appropriate guards shall be prohibited by national laws or regulations or prevented by other equally effective measures.

2. The transfer in any other manner and exhibition of machinery of which the dangerous parts specified in paragraphs 3 and 4 of this Article are without appropriate guards shall, to such extent as the competent authority may determine, be prohibited by national laws or regulations or prevented by other equally effective measures: Provided that during the exhibition of machinery the temporary removal of the guards in order to demonstrate the machinery shall not be deemed to be an infringement of this provision as long as appropriate precautions to prevent danger to persons are taken.

3. All set-screws, bolts and keys, and, to the extent prescribed by the competent authority, other projecting parts of any moving part of machinery also liable to present danger to any person coming into contact with them when they are in motion, shall be so designed, sunk or protected as to prevent such danger.

4. All flywheels, gearing, cone and cylinder friction drives, cams, pulleys, belts, chains, pinions, worm gears, crank arms and slide blocks, and, to the extent prescribed by the competent authority, shafting (including the journal ends) and other transmission machinery also liable to present danger to any person coming into contact with them when they are in motion, shall be so designed or protected as to prevent such danger. Controls also shall be so designed or protected as to prevent danger.

Article 3

1. The provisions of Article 2 do not apply to machinery or dangerous parts thereof specified in that Article which—

(a) are, by virtue of their construction, as safe as if they were guarded by appropriate safety devices; or

(b) are intended to be so installed or placed that, by virtue of their installation or position, they are as safe as if they were guarded by appropriate safety devices.

2. The prohibition of the sale, hire, transfer in any other manner or exhibition of machinery provided for in paragraph 1 of Article 2 does not apply to machinery by reason only of the machinery being so designed that the requirements of paragraphs 3 and 4 of that Article are not fully complied with during maintenance, lubrication, setting-up and adjustment, if such operations can be carried out in conformity with accepted standards of safety

3. The provisions of Article 2 do not prohibit the sale or transfer in any other manner of machinery for storage, scrapping or reconditioning, but such machinery shall not be sold, hired, transferred in any other manner or exhibited after storage or reconditioning unless protected in conformity with the said provisions.

Article 4

The obligation to ensure compliance with the provisions of Article 2 shall rest on the vendor, the person letting out on hire or transferring the machinery in any other manner, or the exhibitor and, where appropriate under national laws or regulations, on their respective agents. This obligation shall rest on the manufacturer when he sells machinery, lets it out on hire, transfers it in any other manner or exhibits it.

Article 5

1. Any Member may provide for a temporary exemption from the provisions of Article 2.

2. The duration of such temporary exemption, which shall in no case exceed three years from the coming into force of the Convention for the Member concerned, and any other conditions relating thereto, shall be prescribed

by national laws or regulations or determined by other equally effective measures.

3. In the application of this Article the competent authority shall consult the most representative organizations of employers and workers concerned and, as appropriate, manufacturers' organizations.

PART III. USE

Article 6

1. The use of machinery any dangerous part of which, including the point of operation, is without appropriate guards shall be prohibited by national laws or regulations or prevented by other equally effective measures: Provided that where this prohibition cannot fully apply without preventing the use of the machinery it shall apply to the extent that the use of the machinery permits.

2. Machinery shall be so guarded as to ensure that national regulations and standards of occupational safety and hygiene are not infringed.

Article 7

The obligation to ensure compliance with the provisions of Article 6 shall rest on the employer.

Article 8

1. The provisions of Article 6 do not apply to machinery or parts thereof which, by virtue of their construction, installation or position, are as safe as if they were guarded by appropriate safety devices.

2. The provisions of Article 6 and Article 11 do not prevent the maintenance, lubrication, setting-up or adjustment of machinery or parts thereof carried out in conformity with accepted standards of safety.

Article 9

1. Any Member may provide for a temporary exemption from the provisions of Article 6.

2. The duration of such temporary exemption, which shall in no case exceed three years from the coming into force of the Convention for the Member concerned, and any other conditions relating thereto, shall be prescribed by national laws or regulations or determined by other equally effective measures.

3. In the application of this Article the competent authority shall consult the most representative organizations of employers and workers concerned.

Article 10

1. The employer shall take steps to bring national laws or regulations relating to the guarding of machinery to the notice of workers and shall instruct them, as and where appropriate, regarding the dangers arising and the precautions to be observed in the use of machinery.

2. The employer shall establish and maintain such environmental conditions as not to endanger workers employed on machinery covered by this Convention.

Article 11

1. No worker shall use any machinery without the guards provided being in position, nor shall any worker be required to use any machinery without the guards provided being in position.

2. No worker using machinery shall make inoperative the guards provided, nor shall such guards be made inoperative on any machinery to be used by any worker.

Article 12

The ratification of this Convention shall not affect the rights of workers under national social security or social insurance legislation.

Article 13

The provisions of this Part of this Convention relating to the obligations of employers and workers shall, and in so far as the competent authority so determines, apply to self-employed workers.

Article 14

The term "employer" for the purpose of this Part of this Convention includes, where appropriate under national laws or regulations, a prescribed agent of the employer.

PART IV. MEASURES OF APPLICATION

Article 15

1. All necessary measures, including the provision of appropriate penalties, shall be taken to ensure the effective enforcement of the provisions of this Convention.

2. Each Member which ratifies this Convention undertakes to provide appropriate inspection services for the purpose of supervising the application of the provisions of the Convention, or to satisfy itself that appropriate inspection is carried out.

Article 16

Any national laws or regulations giving effect to the provisions of this Convention shall be made by the competent authority after consultation with the most representative organizations of employers and workers concerned and, as appropriate, manufacturers' organizations.

PART V. SCOPE

Article 17

1. The provisions of this Convention apply to all branches of economic activity unless the Member ratifying the Convention specifies a more limited application by a declaration appended to its ratification.

2. In cases where a declaration specifying a more limited application is made—

(*a*) the provisions of the Convention shall be applicable as a minimum to undertakings or branches of economic activity in respect of which the competent authority, after consultation with the labour inspection services and with the most representative organizations of employers and workers concerned, determines that machinery is extensively used; the initiative for such consultation can be taken by any such organization;

(*b*) the Member shall indicate in its reports under article 22 of the Constitution of the International Labour Organization any progress which may have been made with a view towards wider application of the provisions of this Convention.

3. Any Member which has made a declaration in pursuance of paragraph 1 of this Article may at any time cancel that declaration in whole or in part by a subsequent declaration.

PART VI. FINAL PROVISIONS

Article 18

The formal ratifications of this Convention shall be communicated to the Director-General of the International Labour Office for registration.

Article 19

1. This Convention shall be binding only upon those Members of the International Labour Organization whose ratifications have been registered with the Director-General.

2. It shall come into force twelve months after the date on which the ratifications of two Members have been registered with the Director-General.

3. Thereafter, this Convention shall come into force for any Member twelve months after the date on which its ratification has been registered.

Article 20

1. A Member which has ratified this Convention may denounce it after the expiration of ten years from the date on which the Convention first comes into force, by an act com-

municated to the Director-General of the International Labour Office for registration. Such denunciation shall not take effect until one year after the date on which it is registered.

2. Each Member which has ratified this Convention and which does not, within the year following the expiration of the period of ten years mentioned in the preceding paragraph, exercise the right of denunciation provided for in this Article, will be bound for another period of ten years and, thereafter, may denounce this Convention at the expiration of each period of ten years under the terms provided for in this Article.

Article 21

1. The Director-General of the International Labour Office shall notify all Members of the International Labour Organization of the registration of all ratifications and denunciations communicated to him by the Members of the Organization.

2. When notifying the Members of the Organization of the registration of the second ratification communicated to him, the Director-General shall draw the attention of the Members of the Organization to the date upon which the Convention will come into force.

Article 22

The Director-General of the International Labour Office shall communicate to the Secretary-General of the United Nations for registration in accordance with article 102 of the Charter of the United Nations full particulars of all ratifications and acts of denunciation registered by him in accordance with the provisions of the preceding Articles.

Article 23

At such times as it may consider necessary the Governing Body of the International Labour Office shall present to the General Conference a report on the working of this Convention and shall examine the desirability of placing on the agenda of the Conference the question of its revision in whole or in part.

Article 24

1. Should the Conference adopt a new Convention revising this Convention in whole or in part, then, unless the new Convention otherwise provides—

(a) the ratification by a Member of the new revising Convention shall *ipso jure* involve the immediate denunciation of this Convention, notwithstanding the provisions of Article 20 above, if and when the new revising Convention shall have come into force;

(b) as from the date when the new revising Convention comes into force this Convention shall cease to be open to ratification by the Members.

2. This Convention shall in any case remain in force in its actual form and content for those Members which have ratified it but have not ratified the revising Convention.

Article 25

The English and French versions of the text of this Convention are equally authoritative.

Text of Recommendation Concerning Guarding of Machinery

The General Conference of the International Labour Organization,

Having been convened at Geneva by the Governing Body of the International Labour Office, and having met in its Forty-seventh Session on 5 June 1963, and

Having decided upon the adoption of certain proposals with regard to the prohibition of the sale, hire and use of inadequately guarded machinery, which is the fourth item on the agenda of the session, and

Having determined that these proposals shall take the form of a Recommendation supplementing the Guarding of Machinery Convention, 1963,

adopts this 25th day of June of the year one thousand nine hundred and sixty-three the following Recommendation, which may be cited as the Guarding of Machinery Recommendation, 1963:

I. MANUFACTURE, SALE, HIRE, TRANSFER IN ANY OTHER MANNER AND EXHIBITION

1. (1) The manufacture, sale, hire, and, to such extent as the competent authority may determine, the transfer in any other manner and exhibition of specified types of machinery should be prohibited by national laws or regulations or prevented by other equally effective measures when this machinery, as defined in Article 1 of the Guarding of Machinery Convention, 1963, comprises, in addition to the parts specified in Article 2 thereof, dangerous working parts (at the point of operation) which are without appropriate guards.

(2) The provisions of subparagraph (1) of this Paragraph and of Paragraph 2 should be considered in the design of the machinery in question.

(3) The types of machinery referred to in subparagraph (1) should be specified by national laws or regulations or other equally effective measures.

2. In specifying the types of machinery covered by Paragraph 1 account should also be taken of the following provisions:

(a) all working parts of machinery which, while in operation, may produce flying particles should be adequately guarded in such a manner as to ensure the safety of the operators;

(b) all parts of machinery which are under dangerous electrical pressure should be protected in such a manner as to give complete protection to the workers;

(c) wherever possible, automatic safeguards should protect persons when machinery is being started, is in operation or is being stopped;

(d) machinery should be so constructed as to exclude as far as possible any dangers other than those specified in this Paragraph to which a person working on the machines may be exposed, taking account of the nature of the materials or the type of danger.

3. (1) The provisions of Paragraph 1 do not apply to machinery or working parts thereof specified in that Paragraph which—

(a) are, by virtue of their construction, as safe as if they were guarded by appropriate safety devices; or

(b) are intended to be so installed or placed that, by virtue of their installation or position, they are as safe as if they were guarded by appropriate safety devices.

(2) The prohibition of the manufacture, sale, hire, transfer in any other manner, or exhibition of machinery provided for in Paragraph 1 does not apply to machinery by reason only of the machinery being so designed that the requirements of that Paragraph concerning guarding are not fully complied with during maintenance, lubrication, setting-up and adjustment, if such

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operations can be carried out in conformity with accepted standards of safety.

(3) The provisions of Paragraph 1 do not prohibit the sale or transfer in any other manner of machinery for storage, scrapping or reconditioning, but such machinery should not be sold, hired, transferred in any other manner or exhibited after storage or reconditioning unless protected in conformity with the said provisions.

4. The obligation to ensure compliance with the provisions of Paragraph 1 should rest on the manufacturer, the vendor, the person letting out on hire or transferring the machinery in any other manner or the exhibitor, and, where appropriate under national laws or regulations, their respective agents.

5. (1) Any Member may provide for a temporary exemption from the provisions of Paragraph 1.

(2) The duration of such temporary exemption, which should in no case exceed three years, and any other conditions relating thereto, should be prescribed by national laws or regulations or determined by other equally effective measures.

(3) In the application of this Paragraph the competent authority should consult the most representative organizations of employers and workers concerned and, as appropriate, manufacturers' organizations.

6. Any operating instructions for machinery should be based on safe methods of operation.

II. USE

7. (1) The use of machinery any dangerous part of which, including the point of operation, is without appropriate guards should be prohibited by national laws or regulations or prevented by other equally effective measures: Provided that where this prohibition cannot fully apply without preventing the use of the machinery it should apply to the extent that the use of the machinery permits.

(2) Machinery should be so guarded as to ensure that national regulations and standards of occupational safety and hygiene are not infringed.

8. The obligation to ensure compliance with the provisions of Paragraph 7 should rest on the employer.

9. (1) The provisions of Paragraph 7 do not apply to machinery or parts thereof which, by virtue of their construction, installation or position, are as safe as if they were guarded by appropriate safety devices.

(2) The provisions of Paragraph 7 and Paragraph 12 do not prevent the maintenance, lubrication, setting-up or adjustment of machinery or parts thereof carried out in conformity with accepted standards of safety.

10. (1) Any Member may provide for a temporary exemption from the provisions of Paragraph 7.

(2) The duration of such temporary exemption, which should in no case exceed three years, and any other conditions relating thereto, should be prescribed by national laws or regulations or determined by other equally effective measures.

(3) In the application of this Paragraph the competent authority should consult the most representative organizations of employers and workers concerned.

11. (1) The employer should take steps to bring national laws or regulations relating to the guarding of machinery to the notice of workers and should instruct them, as and where appropriate, regarding the dangers arising and the precautions to be observed in the use of machinery.

(2) The employer should establish and maintain such environmental conditions as not to endanger workers employed on machinery covered by this Recommendation.

12. (1) No worker should use any machinery without the guards provided being in position, nor should any worker be required to use any machinery without the guards provided being in position.

(2) No worker using machinery should make inoperative the guards provided, nor should such guards be made inoperative on any machinery to be used by any worker.

13. The rights of workers under national social security or social insurance legislation should not be affected by the application of this Recommendation.

14. The provisions of this part of this Recommendation relating to the obligations of employers and workers should, if and in so far as the competent authority so determines, be applied to self-employed workers.

15. The term "employer" for the purpose of this part of this Recommendation includes, where appropriate under national laws and regulations, a prescribed agent of the employer.

III. SCOPE

16. This Recommendation applies to all branches of economic activity.

IV. MISCELLANEOUS PROVISIONS

17. (1) All necessary measures should be taken to ensure the effective enforcement of the provisions of this Recommendation. Such measures should include the fullest possible detailed specification of the means by which machinery or certain types thereof may be regarded as appropriately guarded, provision for effective inspection and provision for appropriate penalties.

(2) Each Member should provide appropriate inspection services for the purpose of supervising the application of this Recommendation, or satisfy itself that appropriate inspection is carried out.

18. (1) Members exporting or importing machinery should enter into bilateral or multilateral arrangements providing for mutual consultation and co-operation concerning the application of the Guarding of Machinery Convention, 1963, and [on] this Recommendation in respect of transactions having an international character for the sale or hire of machinery.

(2) Such arrangements should provide, in particular, for uniformity in occupational safety and hygiene standards relating to machinery.

(3) In making such arrangements, Members should have regard to the relevant Model Codes of Safety Regulations and Codes of Practice published from time to time by the International Labour Office, and to the appropriate standards of international organizations for standardization.

19. National laws or regulations giving effect to the provisions of this Recommendation should be made by the competent authority after consultation with the most representative organizations of employers and workers concerned and, as appropriate, manufacturers' organizations.

Text of Recommendation Concerning Termination of Employment at Initiative of Employer

The General Conference of the International Labour Organization,

Having been convened by the Governing Body of the International Labour Office, and having met in its 47th Session on 5 June 1963, and

Having decided upon the adoption of certain proposals with regard to termination of employment at the initiative of the employer, which is the fifth item on the agenda of the session, and

Having determined that these proposals shall take the form of a Recommendation,

adopts this 26th day of June of the year one thousand nine hundred and sixty-three the following Recommendation, which may be cited as the Termination of Employment Recommendation, 1963:

I. METHODS OF IMPLEMENTATION

1. Effect may be given to this Recommendation through national laws or regulations, collective agreements, works rules, arbitration awards, or court decisions or in such other manner consistent with national practice as may be appropriate under national conditions.

II. STANDARDS OF GENERAL APPLICATION

2. (1) Termination of employment should not take place unless there is a valid reason for such termination connected with the capacity or conduct of the worker or based on the operational requirements of the undertaking, establishment or service.

(2) The definitions or interpretation of such valid reason should be left to the methods of implementation set out in Paragraph 1.

3. The following, *inter alia*, should not constitute valid reasons for termination of employment:

(*a*) union membership or participation in union activities outside working hours or, with the consent of the employer, within working hours;

(*b*) seeking office as, or acting or having acted in the capacity of, a workers' representative;

(*c*) the filing in good faith of a complaint or the participation in a proceeding against an employer involving alleged violation of laws or regulations; or

(*d*) race, colour, sex, marital status, religion, political opinion, national extraction or social origin.

4. A worker who feels that his employment has been unjustifiably terminated should be entitled, unless the matter has been satisfactorily determined through such procedures within the undertaking, establishment or service, as may exist or be established consistent with this Recommendation, to appeal, within a reasonable time, against that termination with the assistance, where the worker so requests, of a person representing him to a body established under a collective agreement or to a neutral body such as a court, an arbitrator, an arbitration committee or a similar body.

5. (1) The bodies referred to in Paragraph 4 should be empowered to examine the reasons given for the termination of employment and the other circumstances relating to the case and to render a decision on the justification of the termination.

(2) Subparagraph (1) should not be construed as implying that the neutral body should be empowered to intervene in the determination of the size of the work force of the undertaking, establishment or service.

6. The bodies referred to in Paragraph 4 should be empowered, if they find that the termination of employment was unjustified, to order that the worker concerned, unless reinstated, where appropriate with payment of unpaid wages, should be paid adequate compensation, or afforded such other relief as may be determined under the methods of implementation set out in Paragraph 1, or granted such compensation and other relief as may be so determined.

7. (1) A worker whose employment is to be terminated should be entitled to a reasonable period of notice or compensation in lieu thereof.

(2) During the period of notice the worker should, as far as practicable, be entitled to a reasonable amount of time off without loss in pay in order to seek other employment.

8. (1) The worker whose employment has been terminated should be entitled to receive, on request, at the time of the termination, a certificate from the employer specifying the dates of his engagement and termination and the type or types of work on which he was employed.

(2) Nothing unfavourable to the worker should be inserted in such certificate.

9. Some form of income protection should be provided for workers whose employment has been terminated; such protection may include unemployment insurance or other forms of social security, or severance allowance or other types of separation benefits paid for by the employer, or a combination of benefits, depending upon national laws or regulations, collective agreements and the personnel policy of the employer.

10. The question whether employers should consult with workers' representatives before a final decision is taken on individual cases of termination of employment should be left to the methods of implementation set out in Paragraph 1.

11. (1) In case of dismissal for serious misconduct, a period of notice or compensation in lieu thereof need not be required, and the severance allowance or other types of separation benefits paid for by the employer, where applicable, may be withheld.

(2) Dismissal for serious misconduct should take place only in cases where the employer cannot in good faith be expected to take any other course.

(3) An employer should be deemed to have waived his right to dismiss for serious misconduct if such action has not been taken within a reasonable time after he has become aware of the serious misconduct.

(4) A worker should be deemed to have waived his right to appeal against dismissal for serious misconduct if he has not appealed within a reasonable time after he has been notified of the dismissal.

(5) Before a decision to dismiss a worker for serious misconduct becomes finally effective, the worker should be given an opportunity to state his case promptly, with the assistance where appropriate of a person representing him.

(6) In the implementation of this Paragraph the definition or interpretation of "serious misconduct" as well as the determination of "reasonable time" should be left to the methods of implementation set out in Paragraph 1.

III. SUPPLEMENTARY PROVISIONS CONCERNING REDUCTION OF THE WORK FORCE

12. Positive steps should be taken by all parties concerned to avert or minimize as far as possible reductions of the work force by the adoption of appropriate measures, without prejudice to the efficient operation of the undertaking, establishment or service.

13. (1) When a reduction of the work force is contemplated, consultation with workers' representatives should take place as early as possible on all appropriate questions.

(2) The questions on which consultation should take place might include measures to avoid the reduction of the work force, restriction of overtime, training and retraining, transfers between departments, spreading termination of employment over a certain period, measures for minimizing the effects of the reduction on the workers concerned, and the selection of workers to be affected by the reduction.

(3) As and when consultation takes place, both parties should bear in mind that there may be public authorities which might assist the parties in such consultation.

14. If a proposed reduction of the work force is on such a scale as to have a significant bearing on the manpower situation of a given area or branch of economic activity, the employer should notify the competent public authorities in advance of any such reduction.

15. (1) The selection of workers to be affected by a reduction of the work force should be made according to precise criteria, which it is desirable should be established wherever possible in advance, and which give due weight both to the interests of the undertaking, establishment or service and to the interests of the workers.

(2) These criteria may include—

(a) need for the efficient operation of the undertaking, establishment or service;
(b) ability, experience, skill and occupational qualifications of individual workers;
(c) length of service;
(d) age;
(e) family situation; or
(f) such other criteria as may be appropriate under national conditions,

the order and relative weight of the above criteria being left to national customs and practice.

16. (1) Workers whose employment has been terminated owing to a reduction of the work force should be given priority of re-engagement, to the extent possible, by the employer when he again engages workers.

(2) Such priority of re-engagement may be limited to a specified period of time; where appropriate, the question of the retention of seniority rights should be determined in accordance with national laws or regulations, collective agreements or other appropriate national practices.

(3) Re-engagement should be effected on the basis of the principles set out in Paragraph 15.

(4) The rate of wages of re-engaged workers should not be adversely affected as a result of the interruption of their employment, regard being had to differences between their previous occupation and the occupation in which they are re-engaged and to any intervening changes in the structure of wages in the undertaking, establishment or service.

17. There should be full utilization of national employment agencies or other appropriate agencies to ensure, to the extent possible, that workers whose employment has been terminated as a result of a reduction of the work force are placed in alternative employment without delay.

IV. SCOPE

18. This Recommendation applies to all branches of economic activity and all categories of workers: Provided that the following may be excluded from its scope:

(a) workers engaged for a specified period of time or a specified task in cases in which, owing to the nature of the work to be effected, the employment relationship cannot be of indeterminate duration;
(b) workers serving a period of probation determined in advance and of reasonable duration;
(c) workers engaged on a casual basis for a short period; and
(d) public servants engaged in the administration of the State to the extent only that constitutional provisions preclude the application to them of one or more provisions of this Recommendation.

19. In accordance with the principle set forth in article 19, paragraph 8, of the Constitution of the International Labour Organization, this Recommendation does not affect any provisions more favourable to the workers concerned than those contained herein.

20. This Recommendation should be considered as having been implemented in respect of workers whose conditions of employment are governed by special laws or regulations where those laws or regulations provide for such workers conditions which, in their entirety, are at least as favourable as the totality of those provided in this Recommendation.

South Africa Excluded from ILO Meetings

The newly elected Governing Body of the International Labour Office, at its first session on June 28 and 29, decided to exclude South Africa from virtually all ILO meetings.

The Governing Body also gave a mandate to David A. Morse, Director-General of the International Labour Office, to confer with the Secretary-General of the United Nations on a common approach to the problem of South Africa's membership of the two organizations; he will be accompanied by a tripartite delegation of the Governing Body, two members of which are Canadian.

In its first resolution, the Governing Body decided to exclude the Republic of South Africa "from meetings of the ILO the membership of which is determined by the Governing Body." In practice this means all ILO meetings except the International Labour Conference, which member countries have a constitutional right to attend. The resolution was adopted by a vote of 38 to 4 with 3 abstentions.

(*Continued on page 726*)

TEAMWORK in INDUSTRY

D. M. Matheson, executive director of employee and public relations, Dominion Tar and Chemical Company Ltd., told delegates to the recent Labour-Management Commitee Area Conference in Ville LaSalle, Que., that the two-day seminar attended by senior Domtar and union officials in Ste. Agathe last November (L.G., Feb., p. 110) resulted in "a very positive improvement" in relations between senior union and senior management people, and that a second seminar has been scheduled for early October.

Luncheon guest speaker at the conference —the fifth in Canada and the first to be held in Quebec—Mr. Matheson reported that Domtar and union officials made encouraging progress in discussions of all areas they jointly considered to be of mutual interest. These included pension plans; labour displacement caused by automation, obsolescence and technological changes; changing market and trade patterns; and continuing labour-management consultation and communication. "We have reached agreement, in principle, in many areas," said Mr. Matheson. "At our next meeting we will deal with the practical application of these principles."

* * *

Emile Boudreau, assistant director of the United Steelworkers for Quebec, told delegates that Steelworkers in the province of Quebec would like to see a clause calling for the formation of a labour-management committee inserted in all the union's collective agreements in that province. He made the statement while serving on a discussion panel at the conference.

The one-day conference was attended by 120 union and management representatives, most of them representing labour-management committees operating in business and industry at Ville LaSalle, Ville St. Pierre, Verdun and Lachine.

Participating in the afternoon panel with Mr. Boudreau were J. Major, director, Social and Welfare Services, Quebec Federation of Labour; A. Courchesne, Quebec director, International Chemical Workers' Union; S. Jacob, industrial and labour relations manager, Crane Canada Limited, Montreal; and P. J. Metayer, manager, employee relations, Dominion Bridge Company Limited, Lachine. Panel moderator was Gordon Cushing, Assistant Deputy Minister, federal Department of Labour, Ottawa.

Serving on the morning panel were: W. M. Baker, manager, employee relations, Dominion Engineering Works Ltd., Lachine; Victor Trudeau, CLC's Quebec regional director of organization; D. M. White, manager, industrial relations, Canada Iron and Foundries (Tamper Div.), Lachine; Yvan Vachon, representative, United Steelworkers of America, Montreal; C. H. Bisaillon, personnel supervisor, Sherwin-Williams Co. of Canada Limited, Montreal; and G. Rancourt, general secretary, Montreal Labour Council (CLC), Montreal. Panel moderator was Prof. H. D. Woods, Director, Industrial Relations Centre, McGill University, Montreal.

Welcoming delegates to the conference were Mr. Cushing, Dr. Lionel Boyer, mayor of Ville LaSalle; T. M. Kirkwood, general manager of Labatt's Brewery Limited; and Louis Laberge, President of the Montreal Labour Council (CLC). Closing remarks were delivered by Louis J. Gaston, mayor of Lachine, and S. J. Walton, Eastern Canada supervisor of field staff, Labour-Management Co-operation Service, Toronto.

Conference chairman was Industrial Relations Officer J. Maurice Sauriol, Montreal area representative of the federal Labour-Management Co-operation Service.

* * *

They take "Take Five for Safety" seriously at the Maple Leaf Milling plant in Toronto, Ont. Plant manager Bill Pettit believes that such individual participation is the key to a good plant safety program. Everyone at Maple Leaf Milling is involved in a revolving accident prevention program. Improved attitudes toward safety are not the only gains noted. According to Mr. Pettit there have been a few unexpected and welcome bonuses—like more labour-management harmony in the plant and an increase in production.

Friendship and safety go together in the working environment, says mill worker Simon Wirth. Keeping one's working environment free of hazards is part of one's job, he insists, and is also doing a favour for friends on the job. Hence, "the more friendship, the more safety."

Establishment of Labour-Management Committees is encouraged and assisted by the Labour-Management Co-operation Service, Industrial Relations Branch, Department of Labour. In addition to field representatives located in key industrial centres, who are available to help both managements and trade unions, the Service provides various aids in the form of booklets, posters and films.

Certification and Other Proceedings before the Canada Labour Relations Board

The Canada Labour Relations Board met for two days during June. The Board issued seven certificates designating bargaining agents, ordered one representation vote, rejected one application for certification, and granted a request under Section 61(2) of the Act for review of an earlier decision. During the month the Board received 12 applications for certification and one request under Section 61(2) of the Act for review of an earlier decision, and allowed the withdrawal of two applications for certification.

Applications for Certification Granted

1. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Dominion Auto Transit Company Limited working in and out of the Company's terminals at Chatham, Ont., and Transcona, Man. (L.G., May, p. 390).

2. The National and Catholic Syndicate of Longshoremen of Sorel, Inc., on behalf of a unit of maintenance employees of North-American Elevators Limited in its grain elevators in Sorel, Que. (L.G., June, p. 504).

3. Teamsters, Chauffeurs, Warehousemen and Helpers, Local Union No. 880, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of employees of Dominion Auto Carriers, Ltd., working in and out of the company's terminals at Windsor and Oakville, Ont. (L.G., June, p. 504).

4. District 50, United Mine Workers of America, Local 13946, on behalf of a unit of building cleaners and maintenance men employed by Central Mortgage and Housing Corporation at its Belleville Terrace Housing Project, St. Vincent de Paul, Que. (L.G., July, p. 601).

5. National Syndicate of the Employees of The Voice of the East, on behalf of a unit of employees of The Voice of the East, Limited, employed at Radio Station CHEF, Granby, Que. (L.G., July, p. 601).

6. National Harbours Board Police Association of Halifax, N.S., on behalf of a unit of sergeants and patrolmen employed in the Police Department of the National Harbours Board at Halifax, N.S. (L.G., July, p. 601).

7. District 50, United Mine Workers of America, Local 13946, on behalf of a unit of building cleaners and maintenance men employed by Central Mortgage and Housing Corporation at Les Appartements Boulevard Pie IX, Ville St. Michel, Que. (L.G., July, p. 601).

Representation Vote Ordered

National Association of Broadcast Employees and Technicians, applicant, and Bushnell T.V. Co. Limited, Ottawa, Ont., respondent, and Walter S. T. Avery, *et al.*, interveners. The Board directed that only the name of the applicant appear on the ballot (L.G., June, p. 504) (Returning Officers: G. A. Lane and G. E. Plant).

Application for Certification Rejected

Teamsters, Chauffeurs, Warehousemen and Helpers Local No. 91, and Cartage and Miscellaneous Employees' Union Local No. 931, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicants, and St. Lawrence Rendering Company Limited, Cornwall, Ont., respondent (L.G., June, p. 504). The application was rejected, because the Board was of the opinion that it lacked jurisdiction, for the reason that it considered the essential character of the business or undertaking of the Company as being the rendering, processing and sale of products, and that the transport activity of the employer is a mere adjunct of its real business, which is a matter of a merely local or private nature.

Request for Review Granted

Canadian Brotherhood of Railway, Transport and General Workers, petitioner, and Canadian Pacific Railway Company, respondent (Bay of Fundy Service) (L.G., June, p. 504). The Board issued an amending certificate deleting the name of the S.S. *Princess Helene,* substituting therefor the name of the S.S. *Princess of Acadia.* In addition, the classifications of electrical engineer Class 1 and electrical engineer Class 2 were added to the description of the bargaining unit.

This section covers proceedings under the Industrial Relations and Disputes Investigation Act, involving the administrative services of the Minister of Labour, the Canada Labour Relations Board, and the Industrial Relations Branch of the Department.

Applications for Certification Received

1. National Association of Broadcast Employees and Technicians, on behalf of a unit of employees of V.T.R. Productions Limited, Toronto, Ont. (Investigating Officer: A. B. Whitfield).

2. Canadian Brotherhood of Railway, Transport & General Workers, on behalf of a unit of maintenance department employees of B.C. Air Lines Limited, Vancouver, B.C. (Investigating Officer: D. S. Tysoe).

3. Teamsters, Chauffeurs, Warehousemen & Helpers, Local Union 927, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of restaurant and flight kitchen employees of Aero Caterers Limited at the Halifax International Airport (Investigating Officer: D. T. Cochrane).

4. International Longshoremen's Association, Local 1846, on behalf of a unit of freight handlers employed by J. C. Malone & Co. (1959) Limited, Trois Rivieres, Que. (Investigating Officer: R. L. Fournier).

5. International Longshoremen's Association, Local 1846, on behalf of a unit of freight handlers employed by Three Rivers Shipping Company Limited, Trois Rivieres, Que. (Investigating Officer: R. L. Fournier).

6. Canadian Maritime Union, on behalf of a unit of unlicensed personnel employed aboard the S.S. *Mackaweli* by Lakeland Tankers Ltd. (Investigating Officer: A. B. Whitfield) (see "Applications for Certification Withdrawn," below).

7. District 50, United Mine Workers of America, Local 13946, on behalf of a unit of building cleaners and maintenance men employed at St. George Gardens Project, Montreal, Que. (Investigating Officer: R. L. Fournier).

8. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, on behalf of a unit of

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Scope and Administration of Industrial Relations and Disputes Investigation Act

Conciliation services under the Industrial Relations and Disputes Investigation Act are provided by the Minister of Labour through the Industrial Relations Branch. The branch also acts as the administrative arm of the Canada Labour Relations Board in matters under the Act involving the board.

The Industrial Relations and Disputes Investigation Act came into force on September 1, 1948. It revoked the Wartime Labour Relations Regulations, P.C. 1003, which became effective in March, 1944, and repealed the Industrial Disputes Investigation Act, which had been in force from 1907 until superseded by the Wartime Regulations in 1944. Decisions, orders and certificates given under the Wartime Regulations by the Minister of Labour and the Wartime Labour Relations Board are continued in force and effect by the Act.

The Act applies to industries within federal jurisdiction, i.e., navigation, shipping, interprovincial railways, canals, telegraphs, interprovincial and international steamship lines and ferries, aerodromes and air transportation, radio broadcasting stations and works declared by Parliament to be for the general advantage of Canada or two or more of its provinces. Additionally, the Act provides that provincial authorities, if they so desire, may enact similar legislation for application to industries within provincial jurisdiction and make mutually satisfactory arrangements with the federal Government for the administration of such legislation.

The Minister of Labour is charged with the administration of the Act and is directly responsible for the appointment of conciliation officers, conciliation boards, and Industrial Inquiry Commissions concerning complaints that the Act has been violated or that a party has failed to bargain collectively, and for application for consent to prosecute.

The Canada Labour Relations Board is established under the Act as successor to the Wartime Labour Realtions Board to administer provisions concerning the certification of bargaining agents; the writing of provisions—for incorporation into collective agreements—that fix a procedure for the final settlement of disputes concerning the meaning or violation of such agreements; and the investigation of complaints referred to it by the minister that a party has failed to bargain collectively and to make every reasonable effort to conclude a collective agreement.

Copies of the Industrial Relations and Disputes Investigation Act, the Regulations made under the Act, and the Rules of Procedure of the Canada Labour Relations Board are available upon request to the Department of Labour, Ottawa.

Proceedings under the Industrial Relations and Disputes Investigation Act are reported here under two headings: (1) Certification and other Proceedings before the Canada Labour Relations Board and (2) Conciliation and other Proceedings before the Minister of Labour.

Industrial Relations Officers of the Department of Labour are stationed at Vancouver, Winnipeg, Toronto, Ottawa, Montreal, Fredericton, Halifax and St. John's, Newfoundland. The territory of four officers resident in Vancouver comprises British Columbia, Alberta and the Yukon and Northwest Territories; two officers stationed in Winnipeg cover the provinces of Saskatchewan and Manitoba and Northwestern Ontario; four officers resident in Toronto confine their activities to Ontario; five officers in Montreal are assigned to the province of Quebec, and a total of three officers resident in Fredericton, Halifax and St. John's represent the Department in the Maritime Provinces and Newfoundland. The headquarters of the Industrial Relations Branch and the Director of Industrial Relations and staff are situated in Ottawa.

employees engaged in Newfoundland by the Canadian National Railways (Investigating Officers: G. E. Plant and G. A. Lane).

9. Commercial Telegraphers' Union, C.N. System Division No. 43, on behalf of a unit of telephone exchange attendants employed by the Canadian National Railways in its Telecommunications Department (Investigating Officer: A. B. Whitfield).

10. Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, on behalf of various system employees in Canada employed by the Canadian Pacific Railway Company (Investigating Officers: C. E. Poirier and R. L. Fournier).

11. Association of Employees of Grimshaw Trucking, on behalf of a unit of drivers and warehousemen employed by Grimshaw Trucking and Distributing Ltd., Edmonton, Alta. (Investigating Officer: G. H. Purvis).

12. General Truck Drivers and Helpers Local Union No. 31, and General Teamsters Union Local 181, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, on behalf of a unit of truck drivers employed by Rempel-Trail Transportation Limited, North Burnaby, B.C. (Investigating Officer: G. H. Purvis).

Request for Review Received

Request for review of the certificate issued by the Board on April 10, 1961, affecting the International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Motion Picture Studio Production Technicians, Local 873, petitioner, Baton Broadcasting Limited (formerly Baton Aldred Rogers Broadcasting Limited), Agincourt, Ont. (CFTO-TV), respondent, and the National Association of Broadcast Employees and Technicians, intervener (L.G. 1961, p. 566).

Applications for Certification Withdrawn

1. General Truck Drivers and Helpers Local Union No. 31, of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, applicant, and Flanders Van Service Ltd., Vancouver, B.C., respondent (L.G., May, p. 389).

2. Canadian Maritime Union, applicant, and Lakeland Tankers Limited, Toronto, Ont., respondent (S.S. *Mackaweli*) (application received during month).

Conciliation and Other Proceedings before the Minister of Labour

Conciliation Officers Appointed

During June, the Minister of Labour appointed conciliation officers to deal with the following disputes:

1. Dominion Auto Carriers Limited, Walkerville, Ont., and Local 880 of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America (owner-operators) (Conciliation Officer: T. B. McRae).

2. British Yukon Navigation Co., Ltd., North Vancouver, B.C., and Canadian Merchant Service Guild, Inc. (Conciliation Officer: D. S. Tysoe).

3. National Harbours Board, Port of Quebec, and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (General Storage and Maintenance and Cold Storage, and Grain Elevator System) (Conciliation Officer: C. E. Poirier).

4. Maple Leaf Mills Limited, Calgary, Alta., and Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees (Conciliation Officer: D. S. Tysoe).

5. Boyles Bros. Drilling (Alberta) Ltd., Edmonton, Alta. (Yellowknife Branch), and Western District Diamond Driller's Union, Local 1005 of the International Union of Mine, Mill and Smelter Workers (Conciliation Officer: D. S. Tysoe).

Settlements by Conciliation Officers

1. CKOV Limited, Quebec, Que., and National Association of Broadcast Employees and Technicians (Conciliation Officer: C. E. Poirier) (L.G., July, p. 602).

2. British Yukon Navigation Co. Ltd., Vancouver, B.C., and Canadian Brotherhood of Railway, Transport and General Workers (Conciliation Officer: D. S. Tysoe) (L.G., July, p. 602).

3. Canadian National Hotels, Limited (Nova Scotian Hotel, Halifax), and Local 662 of the Hotel and Restaurant Employees' and Bartenders' International Union (Conciliation Officer: D. T. Cochrane) (L.G., June, p. 505).

4. British Yukon Navigation Co., Ltd., North Vancouver, B.C., and Canadian Merchant Service Guild, Inc. (Conciliation Officer: D. S. Tysoe) (see above).

5. Consolidated Freightways, Portland, Oregon (Vancouver Terminal), and Local 15 of the Office Employees' International Union (Conciliation Officer: G. R. Currie) (L.G., April, p. 310).

6. TransAir Limited, Winnipeg, and Lodge 2223 of the International Association of Machinists (Conciliation Officer: J. S. Gunn) (L.G., May, p. 396).

Conciliation Board Reports Received

1. Vancouver Wharves Limited, Vancouver, and Local 501 of the International Longshoremen's and Warehousemen's Union (L.G., May, p. 397). The text of the report is reproduced below.

2. Shipping Federation of British Columbia, Vancouver, and International Longshoremen's and Warehousemen's Union (Locals 501, 502, 503, 504, 508, 506, 507 and 510) as represented by the Canadian Coast Negotiating Committee (L.G., April, p. 311). The text of the report is reproduced below.

Report of Board in Dispute between

Vancouver Wharves Limited

and

International Longshoremen's and Warehousemen's Union

The Conciliation Board consisted of H. E. Hutcheon, Chairman, J. L. Farris, Q.C., member, and W. Stewart, member.

The Conciliation Board met with the parties on the 10th, 17th, 19th and 25th days of April, 1963, and on the 1st and 29th days of May, 1963. At all hearings but the last, W. R. Mead spoke for the Company and R. C. Smith for the Union. On the 29th of May, 1963, W. D. C. Tuck appeared on behalf of the Company. The Union was not represented.

At the meeting of the 17th of April, the Union advised the Board that it wanted a master contract that covered all people in every area where there was jurisdiction, and that it was not too concerned as to the way in which the employers got together to negotiate, although one employer union such as the Shipping Federation of British Columbia was preferable. The Union also stated that this Board could not solve the question, and that application had been made for a Conciliation Board in order to get down to serious negotiation following the report of the Board.

The Company's position at the meeting of the 17th of April was that, although in its view a collective agreement that would not expire until the 17th of October, 1963, was presently in force, nevertheless, it was prepared to negotiate with the Union in an effort to conclude a new collective agreement. In so far as the principle of a master contract was concerned, the Company stated that because of its relatively small size among the employers involved, it did not have the final voice of decision, notwithstanding what its own wishes might be in the matter.

The Board asked the Union whether it had any objections to the Company joining in negotiations with the Shipping Federation on the understanding that the Company would sign any agreement thus reached. Upon being advised by the Union that there was no objection to this course, a similar question was put to the Company and the meeting adjourned to enable the Company to consider the matter.

At the meeting on the 19th of April, the Company, through its counsel, Mr. Mead, filed a copy of a letter dated the 17th of April, addressed to the Shipping Federation of British Columbia, which indicated that the Company was prepared to enter into joint negotiations with the Shipping Federation and requested to know whether that proposal was agreeable to the Federation.

A copy of the Federation's reply of the 18th of April was also filed, stating that the matter would be considered by the board of directors at a meeting scheduled

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During June, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between Vancouver Wharves Limited, Vancouver, B.C., and Local 501, International Longshoremen's and Warehousemen's Union.

The Board was under the Chairmanship of H. E. Hutcheon, Vancouver. He was appointed by the Minister on the joint recommendation of the other two members, John L. Farris, Q.C., and William Stewart, both of Vancouver, nominees of the company and union, respectively.

A majority report was signed by the Chairman and the company nominee. A minority report was signed by the union nominee. The Report is reproduced here.

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to take place on the 24th of April, 1963. Accordingly, the meeting was adjourned to the 25th of April.

On the 25th of April, the Company filed a copy of a letter from the Shipping Federation dated April 25, 1963, which advised that the Conciliation Board established to deal with a dispute between the Shipping Federation and the ILWU had, on the 23rd of April, recommended that the parties engage in direct negotiations for 10 days and that accordingly, the time was not considered appropriate to make a decision on the proposal.

After some discussion and against the wishes of the Union, the Board decided to adjourn the hearings until the 1st of May, 1963. One of the members of the Board, Mr. Stewart, advised that he would be absent from the province on that date and until the 22nd of May. Arrangements were made by him with the Chairman to communicate by telephone on the 1st of May, but for reasons that are not known but probably relate to geographical distance, the arrangements were not carried out.

On the 1st of May, 1963, the Company filed a copy of its letter of the 25th of April to the Shipping Federation of British Columbia, renewing its request, and a copy of the Shipping Federation's letter of the 27th of April, which regretted "that in view of all the facts and circumstances involved, it is unable to agree to the particular 'proposal' stated in your letter of 17th April, 1963."

At the hearing called for the 29th of May, 1963, the Board learned that the Union did not intend to appear. The Company filed a written submission with the Board, dealing with the question of a master contract. To that submission were attached various documents including copies of the correspondence between the Company and the Union since July 1962.

After the Board had heard the submissions of the Company and had itself elicited further information by questions, the hearing was adjourned. The Board then gave the Union an opportunity by telephone to examine the written submission of the Company and to present evidence and make representations. The Union, however, advised that it did not desire to take advantage of the opportunity.

The Company, in its written and oral submission on the 29th of May, 1963, told the Board that the British Columbia Wharf Operators Association had been authorized to represent 20 employers, including the Company, to negotiate a single collective agreement for all of the employees involved in Stage 2 and Stage 3 work. Stage 2 work involves the manual handling and mechanical transportation of commodities between the storage area and the ship's slings. Stage 3 work involves the manual handling and mechanical transportation in the assembly area and from rail car to and from the warehouse or storage area.

In addition, the proposed collective agreement would cover those employees of these same employers involved in what is known as "coastwise work", that is, those ships other than deep-sea ships, working the coast of British Columbia. This would leave outside the cover of this single collective agreement Stage 1, that is, the performance of work from the ship's slings to and from the hold of the ship, which is done by employees of the 35 or more member employers of the Shipping Federation of British Columbia.

It would appear to the Board, in the absence of any criticism of the Company's submission on the part of the Union, that the Company's proposal is entirely reasonable and practical. The Company has further suggested that if a collective agreement is reached between the Shipping Federation and the Union respecting Stage 1, it may be that arrangements could be made to have the two separate contracts jointly negotiated. This may well be, but it appears to the Board that this is a matter beyond its scope.

In its proposals for negotiations, the Union had listed, in addition to Item No. 1, master contract, some 15 other items relating to such varied matters as "mechanization and modernization agreement", "work guarantees" and "eight-hour work limit," but on these items the Union has presented no explanation or submissions and there is therefore nothing before the Board on which a recommendation could be based.

From what the Board has been told in the hearings, and from the correspondence attached to the Company's submission, it appears that the Union has authorized the Canadian Coast Committee of the International Longshoremen's and Warehousemen's Union to bargain on its behalf.

Recommendation

This Board recommends that the Canadian Coast Committee, on behalf of Local 501 and such other locals of the International Longshoremen's and Warehousemen's Union as may be concerned, and the British Columbia Wharf Operators Association, on behalf of Vancouver Wharves, and the 19 other employers which it represents,

immediately enter into negotiations leading to a collective agreement to cover the employees engaged in Stages 2 and 3 and "coastwise work."

Dated at Vancouver, B.C., this 5th day of June, 1963.

(*Sgd.*) H. E. Hutcheon,
Chairman.

(*Sgd.*) John L. Farris,
Member.

Minority Report

The majority report, in so far as attendance and duties of meetings are concerned, is agreed upon by me. All the evidence submitted by the Company and Union, as outlined by Mr. Hutcheon, is in my opinion correctly laid out. However, I am in disagreement with the conclusions of the majority of the Board, i.e., H. E. Hutcheon, Chairman, and J. L. Farris, Q.C. My reasons for so disagreeing are as follows:

1. That a master agreement is possible and could, and should, be made mandatory on the Vancouver waterfront.

2. While it may be argued that there are various methods of loading, unloading, and servicing ships, it cannot be argued that the conditions under which workers are employed should differ.

3. The Union has requested a mechanization and modernization agreement. This would appear to me to be the main bone of contention. This has been agreed upon in all other ports in the Pacific and there is no reason why the same could not prevail in British Columbia.

4. Furthermore, all other questions such as wages, vacations, welfare benefits, pensions, premium pay, holidays, work guarantees, starting time, etc., can be worked out.

5. In other words, a joint statement from the Wharf Operators Association and the Shipping Federation that they will agree to one master agreement, could bring about harmony in so far as collective bargaining on the Vancouver waterfront is concerned.

Due to the fact that my colleagues on the Board have not so recommended, I am in disagreement with them.

I want to state that the Board sittings were harmonious although we were not in agreement, and I feel that all members of the Board endeavoured to do their best.

All of which is respectfully submitted as a minority report.

(*Sgd.*) W. Stewart,
Member.

Report of Board in Dispute between

Shipping Federation of British Columbia
and
International Longshoremen's and Warehousemen's Union

This dispute arose out of the failure of the parties to agree upon the provisions of a single collective agreement that was to replace four former collective agreements: one covering the five Deepsea Longshoremen's Locals of the Union, dated 21st November, 1960, and three covering the Checkers' Local, the Grain Liners' Local, and the First Aid Attendants' Local, respectively, each dated 26th January, 1961. All of the four said collective agreements expired 31st July, 1962, pursuant to proper notice given 30th April, 1962.

There was mutual recognition by the parties that the new collective agreement would contain many of the provisions of the four former collective agreements. On 13th June, 1962, each party furnished the other with a list of proposed provisions that each respectively sought to have incorporated in a new collective agreement. Some of these involved changes and others concerned entirely new provisions. The ILWU Proposals for 1962 Negotiations and the Shipping Federation's Proposed Changes for a New Agreement are annexed hereto and marked, respectively, Exhibits "A" and "B."

This dispute, in our opinion, is confined to the following:

—Five area locals of Deepsea Longshoremen who load and discharge vessels.

—One local of Marine Checkers who tally cargoes to and from vessels.

—One local of Grain Liners who fit out vessels for the reception of cargoes of bulk grain.

—One local of First Aid Men who render first aid to men who may be injured on the job.

The business of loading and discharging vessels is necessarily operated on an inter-

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During June, the Minister of Labour received the Report of the Board of Conciliation and Investigation established to deal with a dispute between the Shipping Federation of British Columbia, Vancouver, and the International Longshoremen's and Warehousemen's Union.

The Board was under the Chairmanship of W. R. Sloan of Port Hammond, B.C. He was appointed by the Minister in the absence of a joint recommendation from the other two members, John G. Gould of Vancouver and B. W. Dysart of Victoria. The Report is reproduced here.

mittent basis, as each vessel in effect is a "mobile plant."

Members of the Federation who require a vessel to be loaded or discharged, or who require related work to be done, normally contract with a stevedoring company (also a member of the Federation), which directly employs men from time to time. Thus a longshoreman, during the course of a week, could be employed on a number of vessels, by one, two, three or more employers.

Orders for the men required are relayed to the despatch offices maintained in Vancouver, New Westminster, Port Alberni, Victoria and Chemainus, and the available men are then despatched. At the port of Vancouver, the despatch system is operated by the Federation. At each of the other four centres, a system of "joint despatch" is utilized, and men are despatched to work from despatch offices of which the expenses are borne jointly by the Federation and the Union.

Men despatched for deepsea longshore work perform duties in what is known as "Stage 1," which may be described as that work which takes place between a vessel's hold and the furthest point to which the vessel's gear can extend on shore (or on a wharf) and *vice versa*. The accustomed phrase used to describe "Stage 1" work is "from hold to sling" and *vice versa*.

What is known as 'Stage 2" work takes place on a wharf and consists of the handling of cargo from the ship's sling to the "pile," which is also known as the "first place of rest." This work is performed on a wharf for a wharf operator, and involves the use of various mechanical devices, such as fork lift trucks, as well as manual labour.

Only the manual labour of Stage 2 work was governed by the former Shipping Federation Collective Agreement covering Deepsea Longshoremen and in respect only of certain wharves in Vancouver and a single wharf at New Westminster. Deepsea longshoremen involved in this dispute do not perform all of the work in "Stage 2" (i.e., dock work between ships' tackle and the first place of rest). A wharf operator, who is not a member of the Federation, employs his own personnel to do this work.

Scope of the Collective Agreements

In the main, the persons involved in this dispute perform duties in what is known as Stage 1. An exception, which affects but a few persons, is the manual labour portion of Stage 2 work.

The collective agreement that expired on 31st July, 1962, and all predecessor collective agreements governing deepsea longshoremen, covered only those persons who were despatched to perform Stage 1 work and the manual labour portion of Stage 2 work described in the foregoing.

During the life of the agreements that expired on 31st July, 1962, issues arose between the parties as a result of the claim of the Union that the scope of the collective agreements should be enlarged to embrace persons employed by members of the Federation for the purpose of performing other work not covered by the said agreements, including the operation of machines in Stage 2 and warehouse work known as Stage 3. In addition, the Union sought to have the terms and conditions of its agreements with the Federation apply to persons employed by organizations which are not members of the Federation, including such persons as those employed by the Federal Government, who are represented by another union and are covered by a separate collective agreement with the National Harbours Board.

None of these issues was resolved. The evidence is that the Union took the position that it had jurisdiction over all work connected with the handling and servicing of cargoes in, on, or about ships, barges, scows, docks, wharves and warehouses.

Another thorny issue between the parties during the life of the former collective agreements concerned questions involving the size and composition of gangs, and appropriate changes in manning requirements that should be made by virtue of the mechanization of operations. None of the issues in this connection was resolved.

Mutual recognition of the importance of the differences between the parties concerning these questions of "jurisdiction" and "appropriate manning" resulted in the parties' agreeing to enter into negotiations earlier than would otherwise have been the case.

[Negotiations and conciliation proceedings during 1962, from March 1 to December 21, follow.]

1962 NEGOTIATIONS—PRIOR TO CONCILIATION

March 1 to July 11, 1962: On 1st March, 1962, the parties commenced negotiations with a view to entering into a new collective agreement, although under the terms of the four collective agreements then in effect, negotiations would not normally have commenced until 15th May, 1962. Throughout the period from 1st March to 11th July, 1962, various proposals and counter-proposals were explored and exchanged in an endeavour to effect agreement, but unfortunately without avail. During this four-and-one-half month term, on 13th June, each party furnished the other with a list of specific proposals (Exhibits "A" and "B" hereto). Finally, on 12th July, 1962, negotiations broke down.

CONCILIATION—DISCUSSIONS UNDER AUSPICES OF OFFICER PRIOR TO ESTABLISHMENT OF BOARD

July 16: On this date the Union made application for conciliation services, and subsequently a Conciliation Officer, G. R. Currie, was appointed on 24th July.

August 1 to August 28: Negotiations took place under the auspices of the Conciliation Officer, but no agreement was reached in respect of any of the several matters in issue arising out of the proposals exchanged by the parties on 13th June.

CONCILIATION—ESTABLISHMENT OF BOARD AND DEVELOPMENTS RE APPOINTMENT OF MEMBERS

September 4: The Honourable Michael Starr, Minister of Labour for Canada, established a Board of Conciliation and Investigation.

September 19: The Minister of Labour appointed J. G. Gould as nominee of the Federation, as a member of the Board of Conciliation and Investigation, and advised the Federation of the appointment of Wm. Stewart, nominee of the Union, as member of the same Board.

September 28: The Union, by letter, informed the Minister of Labour that its Policy Committee had come to "a unanimous conclusion that to proceed with the Board would lead to a strike situation immediately after the report was placed in the hands of the Minister," and "that the Policy Committee is firmly convinced that any recommendation from a Board of Conciliation will not be acceptable to the membership . . ."

In the same letter, the Union also requested the Minister of Labour "to have the Board recalled in order to allow the parties further time to reach agreement on these vital issues in direct negotiations."

On or about this date, H. R. Bridges, of San Francisco, International President of the Union, went to Ottawa and personally presented the Union's position in this connection to the Minister of Labour.

October 1: J. G. Gould, member of the Board of Conciliation, reported to the Minister of Labour that he had been unable to obtain a response from Mr. Stewart, the other member of the Board, to telephonic and written communications, and that accordingly, the two members of the Board were unable to reach agreement concerning the selection of a Chairman.

October 2: The Minister of Labour wrote to the Federation and the Union pursuant to the request of the Union that the Board of Conciliation and Investigation established by the Minister be recalled, advising the parties that G. R. Currie, Industrial Relations Officer of the Department of Labour, had been appointed to inquire into the matter.

October 9: The Federation wrote to the Minister of Labour informing him that:

"(a) The Shipping Federation cannot accept the Union's suggestion that the established Board of Conciliation and Investigation be 'recalled';

"(b) The Shipping Federation takes the position that the due processes of law must be followed in so far as completing the constituting of the Board of Conciliation is concerned;

"(c) The Shipping Federation will be willing to attempt to negotiate with the Union if requested to do so by the Board of Conciliation."

November 19: The Director of Industrial Relations, Department of Labour, informed J. G. Gould and the Federation that Wm. Stewart, nominee of the Union, had resigned as a member of the Board of Conciliation and Investigation.

November 21 to December 21, 1962: Following the resignation of Mr. Stewart, and at the request of the Department of Labour, representatives of the Federation and the Union met privately with the Industrial Relations Officer and together under his auspices. In addition, from time to time, the parties themselves engaged in direct discussions without the assistance of the Industrial Relations Officer. It was understood by both of the parties and the Officer that should the discussions come to naught by 21st December, 1962, then the Federation would take the position that appropriate appointments be made to permit the Conciliation Board to function.

Unfortunately, these discussions did prove fruitless and a stalemate was reached for the same reason as formerly—the Union still insisted that the Federation should assume responsibility to bargain for and to bind companies that the Federation had no authority to represent in collective bargaining.

Finally, on 21st December, 1962, in a letter to the Union, the Federation informed the Union, *inter alia,* that it would seek to have the Board of Conciliation deal with the dispute.

[During 1963, the following developments took place from January 30 to May 16.]

January 30, 1963: The Union rejected the request of the Minister to re-appoint Mr. Stewart or to nominate someone to replace him, following which the Minister of Labour appointed B. W. Dysart as a member of the Board.

February 19: W. R. Sloan was appointed third member and Chairman of the Board.

BOARD OF CONCILIATION PROCEEDINGS

March 11: On 11th March, the first hearing of the Board of Conciliation took place. It was established that the Union was the Applicant and the Federation was the Respondent. The Union took the following position:

"We have not any intention of submitting a brief."

". . . we want to get a master contract in the industry to cover all the people in the industry and we do not think this Conciliation Board or any third party will resolve that problem. It has to be resolved by the Federation and the Union across the table."

As Respondent, the Federation posed two questions to the Conciliation Board:

"1. What precisely does the Respondent have to do to settle this dispute?"

"2. Is this dispute capable of being resolved without regard to other disputes with which this Union is involved?"

March 12: In a letter to the Federation, the Board of Conciliation, in reply to the questions posed by the Federation, stated:

"In regard to question No. 1, it is the Board's interpretation of the Union position that they desire to have all tide-water operators in the province into one employer group, for the purpose at least of entering into a master contract. The Union position in regard to question No. 1 would appear to answer question No. 2."

March 26: On 26th March, in a letter to the Board of Conciliation, the Federation categorized as impractical the position of the Union as indicated by the Board of Conciliation in its letter of 12th March, 1963, on the grounds that the Federation's membership did not embrace "all tide-water operators in the province,"

nor did the Federation have authority to bargain on behalf of employers who were not members of the Federation and whose employees, in turn, were covered by separate certifications or collective agreements, or both. Indeed, the Federation's authority was limited to bargaining on behalf of its members in respect of employees governed by the four former collective agreements made between the Federation and locals of the ILWU.

In addition, the Federation pointed out that the only type of so-called master contract in respect of which negotiations had taken place, was one that was designed to replace the aforesaid collective agreements.

March 28: On 28th March, the second hearing of the Board of Conciliation was convened. Once again the Union refrained from making a submission, and although discussions took place concerning the objectives of the Union, no understanding was reached. The Union spokesman stated:

"We do not think that this Board can settle anything . . . We take the same position as we did before the Board at its last hearing. We suggest that it would be best if the Board brought down its report as soon as possible—the first week in April, if possible, so we can get down to the business of negotiating with the employers."

This hearing terminated without any further light being shed on the question of the Federation as to what precisely the Federation would have to do to settle this dispute.

April 23: On 23rd April, the third hearing of the Board of Conciliation took place, at the outset of which the Union stated:

"We have no change in our position. We still feel that the Board should get its report in as soon as possible so that we can get down to serious negotiations with the employer.

". . . we made it clear to the Conciliation Officers and to the Labour Department that no Conciliation Board was going to resolve our problems. We let them know we understood we had to go through the provisions and procedure of the Act in order to get into a legal position to strike. We never believed at any time a Conciliation Board could resolve our problems . . . our membership is fed up after 12 months of trying to resolve this problem."

Following discussion, the Board of Conciliation recommended to the parties that they resume direct negotiations for a period of 10 days and report back to the Board.

April 26 to May 8: Direct negotiations between the negotiating committees of the Federation and the Union commenced on 26th April and continued through 8th May. Although none of the several matters in issue arising out of the proposals exchanged by the parties on 13th June, 1962, concerning a new collective agreement, was resolved, the discussions did serve to clarify the positions of the parties in respect of the Union's latest demand for an Industry Collective Agreement.

In the course of these discussions, on the 5th May, the Federation furnished the Union with a memorandum dated 4th May, which served to confirm the Federation's understanding of the type of Industry Collective Agreement the Union sought and which contained certain suggestions designed to provide a "way of escape." The negotiating committee of the Union appeared to see some merit in the "way of escape" suggested by the Federation.

The position of the Union was that, although these suggestions appeared to provide a "way of escape," further negotiations could not take place unless the Federation would agree to certain conditions.

The Federation was unable to accede to these conditions and accordingly, on 7th May, the Union suspended negotiations.

On 8th May, negotiations were resumed at the request of the negotiating committee of the Union, which was joined by H. R. Bridges of San Francisco, International President of the Union. Mr. Bridges assumed the role of spokesman, ignored the conditions that the negotiating committee had previously advanced, and confirmed that the Union saw some merit in the Federation's suggested "way of escape," and then advanced three other conditions precedent to further negotiations, which the Federation took under consideration.

May 9: On 9th May, the fourth hearing of the Board of Conciliation was held. Mr. Bridges appeared as spokesman for the Union. He admitted, in respect of the "way of escape" previously advanced by the Federation, that "we thought there was a chance it might remove the roadblock."

He admitted also that the three conditions precedent to further negotiations were, in effect, an ultimatum, and stated:

"If the Federation say they cannot accept the three points laid down, that is the end of negotiations and we plan to do our best to shut the industry down, legally."

The suggestions of the Federation, which both parties were encouraged to believe were capable of providing a "way of escape," envisaged contractual arrangements being made between the Federation and the Union, governing employees engaged in Stage 1 work and similar contractual arrangements between the Union and other employers (known to the parties as Wharf Operators), governing employees engaged in Stages 2, 3 and coastwise work.

It was disclosed to the Board of Conciliation that the three conditions precedent to further negotiations, laid down by the Union, involved:

1. The question of the term of the contractual arrangements to be made;

2. The question of parity of wage rates for employees throughout Stages 1, 2, 3 and coastwise;

3. (a) The question of agreement in advance of the payment of a wage increase that would have retroactive effect to 1st August, 1962;

(b) The question of payment in advance of a sum of money to be held in escrow in recognition by the Federation of a financial obligation in respect of a Mechanization and Modernization Plan and to ensure payment of such obligation.

In the presence of the Board of Conciliation, the parties agreed to engage in further direct negotiations, forthwith, and to report again to the Board on 16th May, 1963.

May 16, 1963: On 16th May, the Board of Conciliation held its fifth hearing, during the course of which, R. C. Smith, spokesman for the Union, made the following statements:

"As we reported to you at the last meeting of this Board of Conciliation, three stipulations were put to the Federation as a condition of bargaining further. These conditions were, firstly, on term of contract; secondly, on parity of wages across the board—Stages 1, 2 and 3; and there was a cash payment, as a commitment of good faith, into a mechanization fund; as well as that, there was a cash payment for

retroactivity back to August 1, 1962, the expiry time of the contract.

"The Shipping Federation did not meet these, and they rejected other proposals over the last few weeks that the Union has put to them. A few weeks ago, the Board directed the Union to enter into 10 days negotiations with the Federation and the Union did, in good faith, and that was reported back to the Board at the last meeting, and these negotiations were unsuccessful. Negotiations are now deadlocked and the Union sees no point in any further negotiations. This is the last appearance of the Union before this Board of Conciliation. We have reverted to our original demands in their entirety, including a Master Contract, an M & M program and all, and we would respectfully request that the Board of Conciliation consider this request of the Union and make its report to the Minister.

"After 14 months, our directions are—no further negotiations at this stage, either before this Board or under the auspices of this Board, or with the Shipping Federation directly, until seven days after the Board's report has been brought down."

The Federation informed the Board of Conciliation of the developments that had taken place since the last hearing, including the fact that on 16th May, 1963, the Union had engaged in a "mass walk-off" involving longshoremen working on 26 vessels in the Port of Vancouver and two vessels in the Port of New Westminster, for the announced purpose of bringing pressure to bear on this Board of Conciliation. J. A. Bourne, of counsel for the Federation, stated that his firm had given the Federation the opinion that the "mass walk-off" constituted an illegal strike.

The Federation reported that when direct negotiations between the parties were terminated on 11th May, that they were to be resumed whenever the Federation was in a position to advance to the Union further suggestions as to how the barriers of the Union's precedent conditions might be circumvented. The Board was informed that the Federation had sought further meetings with the Union's negotiating committee and that the Union had refused to meet.

The Federation took the position that it stood ready and willing to resume negotiations with the Union, at any time, with a view to resolving all matters in issue between the parties.

The Federation requested an opportunity to file an appropriate submission before the Board terminated its function.

By letter of 16th May to the Chairman of the Board, the Union confirmed its position before the Board in the following terms:

"Dear Mr. Sloan:

"At a meeting today of the above-mentioned Board of Conciliation, the Union made its position clear as to the futility of further negotiations with the Shipping Federation, either before the Board or otherwise. The Union also stated that the Union had made its last appearance before the Board.

"The Union wishes to exercise its right under the Labour Act to strike. We respectfully request that the Board submit its report so that we can carry out that right.

"It would be most helpful if you would indicate to us when you are going to submit your report.

"Yours truly,
Roy C. Smith,
Chairman, ILWU Canadian
Coast Negotiating Committee."

On 16th May, the Board of Conciliation in writing notified the parties of a hearing scheduled to take place on 24th May, at which the Federation would be given an opportunity to make a final submission. The Union was invited to attend and make reply, despite its expressed intention that it would not "appear before the Board again."

The Union is the Applicant in these proceedings, but it has made no submission whatsoever in respect of any of the several matters listed in its proposal (Exhibit "A") submitted on 13th June, 1962, concerning provisions to be contained in a new collective agreement, except the issue of "a master contract."

The Federation has made no submission concerning the several proposals it advanced, which, in the main, reflect responses or alternative proposals in connection with the matters raised by the Union. The Federation takes the not unreasonable position that as Respondent it is not incumbent upon it to justify denial of the Union's many requests, but rather, the Union has the onus to advance reasonable justification for each of its demands.

The Union erected a formidable barrier to effective negotiations several months prior to the commencement of these Conciliation Board proceedings. This barrier is the so-called issue of "jurisdiction" and is synonymous with what the Union refers to as an "industry collective agreement" or "master contract" which the Union seeks to resolve to its satisfaction by its position that the Federation be party to a collective agreement which, in our opinion, is, at the present time, beyond the power of the Federation to execute.

Although the Union admits that the suggestions made by the Federation in its memorandum dated 4th May, 1963, appear to provide a way of escape for the so-called issue of "jurisdiction" and hence remove any justification for a strike, the Union refuses to resume negotiations until it is in a position to engage in what it states would be a lawful strike—seven days after the report of this Board of Conciliation has been received by the Minister of Labour for Canada.

In its several appearances before this Board of Conciliation, the Union has contended that the dispute between the parties can only be resolved by direct negotiations between the representatives of the parties. It refuses to resume such negotiations until fulfilment of three conditions precedent thereto (see above).

Throughout the Conciliation Board proceedings, the Union has made several references to the fact that the parties have been negotiating for 14 months without reaching

agreement. Although it is true that negotiations commenced over 14 months ago, on 1st March, 1962, the evidence is that up to the present the parties have spent only a matter of weeks rather than months in direct negotiations.

Had the Union not discontinued its intention with reference to the formation of the Board of Conciliation, which was established pursuant to its own application, this dispute could have been dealt with by the Board of Conciliation in the latter part of 1962, following the establishment of the Board by the Minister of Labour on 4th September, 1962.

The Federation submitted its position in writing, which is annexed hereto and marked Exhibit "C."

This Board cannot bring down recommendations as to the issues between the parties contained in Exhibits "A" and "B," with the exception of that of "a master contract." On this issue we have sufficient knowledge to make a recommendation. Furthermore, from the evidence before us, it seems to be the issue of paramount importance to the Union.

From evidence given by the Shipping Federation, it seems distinctly possible that the Wharf Operators Association and the Shipping Federation can reach a level of collaboration where the two organizations sit down, side by side, on one side of the table and bargain with the Union on the other. This is the very plan referred to by the phrase "way of escape" appearing here earlier. The method proposed was described as being by "parallel agreements," namely, one agreement with the Shipping Federation and another with the Wharf Operators Association, with common terms where practical, and no doubt appropriate relativity in wages.

The Board is of the opinion that, had not negotiations come to an end through the Union's having named three conditions precedent to further negotiation that the Federation stated it could not accept in the form offered, the negotiations then going on, and tending towards the parallel agreement principle above referred to, might well have come to a successful conclusion on the issue of "a master contract."

Recommendations

1. The Board recommends that the parties be placed into direct bargaining with each other under whatever aegis the Minister may see fit to make available, if any. A Conciliation Officer might be useful at least to get the negotiations re-launched. The aim of this recommendation is the solution of the "master contract" issue by means of parallel agreements: (a) between the Union and the Shipping Federation and (b) between the Union and the Wharf Operators Association, both to be negotiated at the same time and place. We recommend such parallel contracts.

2. That the conditions precedent to further negotiation as named by the Union, or any conditions precedent in this instance, should be dropped by the Union. We are not prepared to say that there never can be a case where conditions precedent to *bona fide* bargaining can be laid down, but it is very difficult to conceive one, and the Board feels that this is not it. The very matters in the conditions precedent are properly included in the issues for direct bargaining, which, in our opinion, should take place without further delay.

All of which is respectfully submitted.

(*Sgd.*) W. R. Sloan,
Chairman.

(*Sgd.*) John Groves Gould,
Member.

(*Sgd.*) B. W. Dysart,
Member.

Vancouver, B.C., 31st May, 1963.

Exhibit "A"

ILWU PROPOSALS FOR 1962 NEGOTIATIONS

1. A Master Contract.
2. A Mechanization and Modernization Agreement.
3. No reference in the agreement which excludes work; (i.e., Section 401, Article IV, in collective agreement dated 21st November, 1960).
4. Wages: 15 cents.
5. Vacations:
   (a) 30 days (120 hrs.) up to 2 years 4%
   2 to 5 years (inclusive) 5%
   6 to 9 years (inclusive) 6%
   10 to 19 years (inclusive) 7%
   20 years of service or more 8%
   (b) Include provisions that will give vacation coverage to members for periods of sickness or compensation time.
   (c) A review of vacation period.
6. M.S.A., and Welfare:
   (a) Increase in weekly sick indemnity to $55.00.
   (b) Extension of M.S.A. coverage for one year for widows of active members and pensioners.
7. Head Room: Change the differential to 25 cents per foot or any part thereof under 6 feet.
8. Premium Pay: 25 cents per hour for machine operators, side runners, winch drivers, hatch tenders and boom men.
9. Holidays: eight-hour guarantee on work holidays.
10. Ninth Hour: 5 p.m. to 6 p.m. to be paid at triple straight time.
11. Work Guarantee: 4—4—4. Four-hour minimum pay guarantee on any call-out. Four-hour minimum pay guarantee if ordered back after lunch. In ports where split shifts are worked and the employers require that a gang

or men work until 1 p.m., these men or this gang will be available for 3 hours work that night and given the above guarantee.

12. Ships crew or anyone else outside the bargaining unit are not to do work connected with:

(a) beams, hatches, stores, lashing, etc.;
(b) checking;
(c) cleaning;

or any other work performed in the handling, preparation, and servicing of cargo.

13. Starting Times: For all men including spares—8:00 a.m., 1:00 p.m., 5:00 p.m., 6:00 p.m.

14. (a) Double straight time for the full guarantee period on the night portion of a split shift Monday through Friday.

(b) Triple straight time for night portion of a split shift on Saturdays.

15. A revision—Vancouver Island Travelling Times and Transportation Allowances.

16. Local 504: No transfer from fish boats (tuna) to another job.

17. Gang despatch not later than 4:30 p.m. for 8:00 a.m. starts the following day (Island Locals).

18. Local 507 (Grain Liners):

(a) Add water tanks as a commodity when being cleaned.
(b) Have operating of power saws added to the section dealing with premium pay.
(c) Revision of all items dealing with commodities.
(d) Amend Section A-807 so that compensation will be paid for handling lumber that has nails in it.
(e) Base rate shall be the same as for longshoremen.

19. Local 510 (First Aid Attendants):

(a) Employer to be obligated to provide suitable first aid accommodation.
(b) Base rate for first aid attendants shall be the same as the base rate for longshoremen.
(c) Time and one half the base rate for working the noon hour.

20. Local 506 (Checkers):

(a) Page 7, Section 501—After "employment of checkers," add: "provided the owner, agent, master and/or crew of the vessel do not receive any type of check from any other source."
(b) Page 8, Section 502—After "in such position," add: "he shall be included in the provisions as provided in Section 1001 (Welfare) and Section 1002 (Pensions) of this Agreement."
(c) Page 18, Section A301—change to read: Marine checkers' and weighers' work shall be defined as follows:
  (i) The undermentioned definitions refer to the movement of cargo direct to or from deepsea vessels, via dock, scow, rail cars, trucks or other carriers.
  (ii) Checking to mean the counting, verification and confirmation of the quantity, weight or number of pieces of cargo; the keeping of a time log of the operations, to record speed of operation, delays, and number of men.
  (iii) Paper work to mean the preparation of mates, receipts, boat notes, hatch lists, cargo plans, exception lists, cargo line-ups, manifests, log sheets and payrolls, as required by agent or master of the vessel.

The above items are listed specifically. However, the Union reserves the right, "if we deem it advisable," to request changes in any or all the clauses of the agreements.

ILWU Canadian Coast
Negotiating Committee,
R. C. Smith, *Chairman.*

Vancouver, B.C., June 8, 1962.

Exhibit "B"

SHIPPING FEDERATION'S PROPOSED CHANGES FOR A NEW AGREEMENT

A. General Matters

1. Add clause on "Jurisdiction."
2. Add clause on "Full-time Arbitrator."
3. Add clause on "Manning Relief"—i.e., a schedule of gang sizes, including grain handling gangs.
4. Add clause on "Protection"—i.e., a schedule of protection and benefit items:
  (a) In G.W.P., clarify "Economic Activities" item in last paragraph.
  (b) In G.W.P., clarify paragraph (a)—i.e., non-report for despatch.
5. Add clause "Stoppage of Work", Article VII, as follows:
  (a) If "onerous work" is alleged, men shall work as directed until the arbitrator rules.
  (b) If "unsafe conditions" are alleged, men may stop work, being paid for lost time if the arbitrator rules in the men's favour, but losing pay if the arbitrator rules against the men.
6. Port Labour Relations Committee: Section 201—set up a general clause to enable a higher-level committee (not Port Labour Relations Committees) to decide the number of gangs and spareboard men, including rated men, to be employed in waterfront work in each area, etc.
7. Picket Lines (Section 702):
  (a) Clarification to state what is a *bona fide* picket line—man or men carrying placards in front of the access to the working area.
  (b) Men shall not be entitled to pay if they refuse to cross any picket line under the following conditions:
    i. If it is established between the time they are despatched and their arrival on the job;
    ii. If it is set up during the interval they are transferring from one job to another or while they are on a meal hour, or during the interval of a split shift;
    iii. If it is established between the time they leave work and before they appear for work on a re-order;
    iv. Or if it is set up after they start work and thereupon refuse to continue to work.
8. Grievance Procedure (Section 302): Provide that in raising a grievance, the first step should be between an employee and his foreman, or alternatively, between a hatchtender and his foreman or his superintendent.
9. Vacation Plan (Sections 905 and 906): Extend the vacation period beyond the existing limitations and provide for scheduling individual vacations rather than gang vacations. Section 908—eliminate.

B. Schedule "A" Clauses

1. Sunday Work: To be performed as for any other day, but at double straight time

throughout; work between 6:00 p.m. and 11:00 p.m. only to finish a vessel.

2. Saturday and Holiday Work:

(a) Eliminate restrictions on working after 5:00 p.m.

(b) Provide for starting fresh night gangs at 5:00 p.m. or 6:00 p.m. on Saturdays and holidays at double straight time.

3. Rated Men: If a man on the job has a rating, he must do such rated job when required. Also, a rated man despatched as a rated man shall perform other work as ordered.

4. Shoring of Cargo (Section A-301): If seen fit by the employer, shoring of cargo may be required of longshoremen.

5. Reduction in Four-hour Pay Guarantee (A-IX and cross reference to B-219(c), B-312(c), B-404(c), B-507(c) and B-604(c)): Amend four-hour minimum call-out to two hours, where vessel does not arrive due to circumstances beyond control of the employer or ship operator.

6. Mail, Baggage and Passenger Effects (including automobiles): There should be a general clause rather than just a reference in the holiday clause re men on mail, baggage, etc. working at any time, including Saturday night, Sundays and holidays.

7. Hours of Work:

(a) Section A-502(a), A-502(b) should be "day gangs to work extra hour to 6:00 p.m. if vessel is to shift or sail that night and may require night gang or gangs to finish to shift or sail" and also "finish a phase"—that is, when there is to be a change of personnel or a change in the class of cargo to be handled.

(b) Delete exception for Locals 503 and 508 and amend Section A-602 and Section A-503 references to Locals 503 and 508 accordingly, and delete second paragraph in Section A-503, Chemainus, Port Alberni.

Extend hours of work for vessels shifting or sailing in ports where such provision is not in effect.

In general, provide for a maximum of 12 hours work in home ports—see Article AXI—and for 12 hours work, less one-way travel time, in outports.

(See also A-1102, paragraph 1, and A-1103.)

8. Section A-503:

Rest Period—Should read "after three hours of actual physical work, not merely standing by on the payroll."

Chemainus—Port Alberni

i. Delete in fifth paragraph the words "present practice is that Port Alberni gangs which have worked during the day are not required to work that night."

ii. In the fifth paragraph, add to the words "notwithstanding the foregoing where gangs ordered for 8:00 a.m. are released by 10:00 a.m. on account of delay in the vessel's arrival, such gangs may be ordered out for work that night" the words "or condition of vessel or cargo" after the words "delay in vessel's arrival."

iii. Eliminate provision in A-503 that provides for men who have worked for more than four hours at night will not be called out before 1:00 p.m. the following day.

9. Holidays (Section A-801): Clarify minimum pay when a holiday falls on a Saturday.

10. Section A-2308: Where a second meal is provided, the amount to be paid for such meal shall be stipulated—$1.75.

11. Section A-2601: Add Harmac, Ladysmith and Nanoose.

12. Sections A-2502, A-2604, A-2705: Change the words "except to finish" to "except when a vessel is finishing that night."

13. Travelling Time: Eliminate travel time and allowances within the official limits of each port.

C. Schedule "B" Clauses

1. Spareboard Men for Night Work: Allotment of spareboard men—clarify despatch of spareboard men for night work in general clause in line with provisions already contained in Section B-216 for Vancouver.

2. Moving Men about Ships: See that provisions in Section B-222 "Employment" are general throughout the agreement.

3. Extend Sections B-207, B-302, etc. and make a General Clause:

(a) Spare Men—Provide for the despatch of one or more men to do odd jobs which are not done by members of a gang, working in the same area.

(b) Additional Men and Fill-ins—The appropriate starting times should be from the time of despatch *plus* time enroute to a job from the Hall.

4. Provide a General Clause to replace Sections B-219, B-312, B-404, B-507 and B-604: This will provide for complete right of transferring of gangs and remove time limits on gang transfers which now apply at Chemainus and Port Alberni.

It will provide also that gangs must start working immediately on transfer and not sit out the minimum pay time before starting on the second job.

It will provide also for transferring men (spareboard men only) even though such men may be working in a gang.

5. Standardized Despatch Times on Mainland: Standardize despatch times at Mainland ports.

6. Spareboards: Provide for spareboards in all areas.

7. Additional Despatch Office: There should be provision for additional despatch office and gangs at Nanaimo.

8. Outport Despatchers: Provide that despatchers in ports, other than Vancouver, be jointly appointed by the Union and the Shipping Federation.

D. Drafting of Master Agreement

1. In general, provide for a streamlining and clarification of the Master Agreement by setting up general clauses that will apply to all ports or which will gather under one heading related matters now scattered throughout the Deepsea Longshore Agreement. For example, Section 404 would be rewritten to include the matters now outlined in Sections 11-4, B-220 and B-224(b). In addition, redrafting would eliminate redundant material such as Article XI.

2. In drafting the Master Agreement, appropriate Divisions shall be provided to set forth those items of the agreements relating to grainliners, checkers and first aid attendants which must remain distinguishable and different from the provisions relating to deepsea longshoremen.

3. Examine and discuss items set out in Section C-301 of the Deepsea Longshore Agreement.

Shipping Federation of B.C.

Vancouver, B.C., June 12, 1962.

Exhibit "C"

The Position of the Federation

Despite the fact that the Union, which is the Applicant in these proceedings, refuses

to make any submission to this Board of Conciliation in respect of the several matters in issue, the Federation, although the Respondent, realizes that the Board has no facts before it upon which to predicate recommendations in its Report. Accordingly, for the assistance it may provide, this submission is made.

The Federation is prepared to resume negotiations with the Union forthwith in good faith with a view to reaching agreement in respect of the following:

1. A single collective agreement to replace the four former collective agreements that expired on 31st July, 1962, governing members of the Federation in respect of work that they require personnel to perform in what is known as Stage 1. Such a collective agreement would make provision for appropriate terms and conditions of employment, including such matters as increases in wages, improvements in vacations and welfare, to the extent that such increases and improvements can be justified by the application of the customary economic criteria, with due regard to the conditions prevailing in the industry. This collective agreement would contain provisions designed to ensure appropriate size and composition of gangs in the light of prevailing conditions and technological changes that may take place, having in mind the necessity to guard against "featherbedding" on the one hand or "undermanning" on the other.
2. A Mechanization and Modernization Plan to provide adequate protection for eligible Union members against any loss of work opportunities that may be caused by the effect on the work force of mechanization and modernization innovations.
3. In addition to the prevailing pension plans and pension agreements, which continue in effect until 31st December, 1968, an arrangement respecting pensions to protect the pension benefits now enjoyed by Union members, who may, on occasion, be required to accept despatch for the performance of work other than that which they regularly perform under the terms of the collective agreement.

Because of its nature and the circumstances governing its presentation to the Union, it is not considered appropriate to furnish the Board with a copy of the memorandum of the Federation dated the 4th May, 1963, which has been referred to by both parties as providing a "way of escape" respecting the "jurisdiction-master contract" issue.

However, it is deemed advisable to inform the Board that suggestions contained in the said Memorandum involved the prospect of the Union, negotiating with the Federation on three separate contracts (a Collective Agreement—a Mechanization and Modernization Plan and a Pension Arrangement) governing operations in Stage 1, and negotiating three similar separate contracts governing operations in Stage 2, Stage 3 and Coastwise with another group of companies not represented by the Federation in these proceedings, but with each of which the Union has a collective bargaining relationship.

The successful negotiation of two such sets of separate contracts would provide practical ways and means of dealing with the questions of the transferability of the labour force and the portability of their vacation, welfare and other benefits.

Two such sets of separate contracts would give the Union the "jurisdiction" coverage it seeks and would yield the result of paving the way for the establishment of substantially the same terms and conditions of employment for all members of the Union throughout the province of British Columbia.

The Federation submits that the kind of collective agreement, the type of Mechanization and Modernization Plan, and the nature of the pension arrangement which it is prepared to contemplate, will provide a fair and reasonable settlement of this dispute.

Whether a settlement can be reached by peaceful means without irreparable economic harm to the community, to the members of the Union and the members of the Federation, we submit with great respect, is up to the Union.

All of which is respectfully submitted.

Shipping Federation of British Columbia.
Vancouver, B.C., May 24, 1963.

Legal Decisions Affecting Labour

B.C. Court of Appeal enjoins picketing that interfered with employer's right-of-way. U.S. Supreme Court limits use of union dues for political purposes, and rules on agency shop

The British Columbia Court of Appeal dismissed an appeal against an injunction restraining picketing of an employer's premises in a shopping centre, where the picketing was taking place in the passageway leading to the parking lot, on the ground that the picketing interfered with the employer's easement rights.

In the United States, the Supreme Court ruled that employees under a union shop agreement are obligated to pay only that part of the union dues that is relevant to collective bargaining, not that part that is used for political purposes.

In two other decisions, the U.S. Supreme Court declared that the agency shop—the equivalent of the Rand Formula in Canada—was a lawful form of union security under Sections 7 and 8 (a) (3) of the Taft-Hartley Act but was subject to state right-to-work laws.

Consequently, in one decision the Court, in consideration of an Indiana State court ruling that the agency shop was legal under the right-to-work law of that State, ordered the employer to bargain on an agency shop proposal.

In another decision, however, the Court acceped a Florida State court ruling that the agency shop was illegal under that State's right-to-work law.

By these rulings, the Supreme Court accepted the view of the National Labor Relations Board that Congress, by implication, intended to legalize the agency shop as a less vigorous and less compulsory form of union shop permitted under the Taft-Hartley Act, but at the same time stressed that the statutory prohibition of union security clauses that require membership in a union as a condition of employment (including the agency shop arrangement) is left entirely to the states under Section 14(b) of the Taft-Hartley Act.

B.C. Court of Appeal . . .

. . . enjoins picketing that interefered with employer's right-of-way in shopping centre

On November 13, 1962, the British Columbia Court of Appeal confirmed an injunction restraining all picketing of an employer's premises in a shopping centre. The Court held (with one judge dissenting) that peaceful picketing in pursuance of a lawful strike that otherwise conformed to the provisions of the B.C. Trade-unions Act may be enjoined where it is directed against an employer who occupies store premises in a shopping centre and the picketing takes place in a passageway leading to a parking lot so as to constitute an unlawful interference with the employer's easement rights in that area.

Retail Food and Drug Clerks Union, Local 1518, conducted a legal strike against Zeller's (Western) Ltd., legal in the sense that, before striking, the union complied with all the requirements of the statutes regulating such matters.

The employer's store premises are situated in a building in a shopping centre, and he is the operator and lessee of one of a number of stores in the shopping centre. The lease provides that the employer, in common with the landlord and other tenants, shall have a right-of-way for himself, his employees and customers, over what could be called the public parts of the centre, that is, the aisles and sidewalks which lead to the store, and that the same persons shall also have the right to use the parking area.

Immediately the strike was called, the union proceeded to picket the employer's store by having some of its members patrol the sidewalk area in front of the store. The employer applied for and obtained from Mr. Justice Collins an injunction to prevent all picketing in the area covered by the shopping centre, and to prohibit illegal picketing of the employer's premises.

The union's appeal from the injunction order raised the question of the general prohibition of picketing within the area of the shopping centre. In particular, the union submitted that the injunction order should be set aside because the material did not establish (1) such a substantial interference with the easement rights of the employer as to constitute an unlawful interference and (2) irreparable damage.

Mr. Justice Tysoe, in rendering the majority decision of the Court of Appeal, stated that the question whether any

particular interruption amounts to unlawful interference with a right-of-way, depended upon the nature of the right-of-way and of the *locus in quo* and upon the general circumstances of the case. Any disturbance of a way is unlawful if it renders the way unfit for the purposes for which it was granted.

In the case at bar, the employer had a free and uninterrupted right-of-way in common with his landlord and all other persons entitled to the like right to enter upon and pass and re-pass on and over the parking area and the passageway. The pickets were placed in the passageway. The employer was dependent, for the successful operation of his store business, on free access to and egress from his store for his own employees and customers by means of the passageway, without interference. There was evidence that there was such interference by the pickets and that the conduct of the pickets had a deterrent effect upon customers, with a detrimental effect upon the quantity of business done by the employer in question.

In Mr. Justice Tysoe's opinion, the evidence before the trial judge showed substantial interference with the employer's easement rights. Also, he was of the opinion that such irreparable damage as was required to be shown to justify the granting of the injunction had been shown.

Further, Mr. Justice Tysoe noted that, by Section 3 of the Trade-unions Act, a trade union may, where the strike is legal, at the employer's place of business, operations or employment, *and without acts that are otherwise unlawful,* persuade or endeavour to persuade anyone not to enter the employer's place of business, or not to deal in or handle the products of the employer, or not to do business with the employer.

In his opinion, substantial interruption of passage along a right-of-way is an unlawful act. The union had no more right to enter upon the lands over which the employer had easement rights and to so interfere with those rights as to injure the employer than it had to enter upon lands without the consent of the owner of those lands. The very purpose of picketing in the passageway and on any of the lands over which the employer had easement rights must be to hinder and deter the employees and customers from going to and from the employer's store by the means available to them, namely, by using the passageway. This constituted an unlawful interference with the easement rights.

The Court of Appeal dismissed the appeal and confirmed the injunction prohibiting picketing. *Zeller's (Western) Ltd. v. Retail Food and Drug Clerks Union, Local 1518,* (1963), 36 DLR (2d) Part 8, p. 581.

United States Supreme Court . . .

. . . limits union action in collecting and using union dues for political purposes

On May 13, 1963, the Supreme Court of the United States ruled that a State court erred in granting an injunction relieving dissenting employees of all obligation to pay union dues exacted under a union shop agreement, where the employees alleged that the unions violated the Railway Labor Act by using dues money for political purposes, to which they objected.

Although the use of dues money for political purposes that the employees opposed, was held to be a violation of the Railway Labor Act, the Court ruled that the dissenting employees were obligated to pay that part of the money due to the unions that was relevant to collective bargaining. Holding that a union objector was entitled to a refund of his dues used for political purposes that he opposed, in the proportion that union political expenditures bore to total union spending, the Court ruled that the case should be remanded to the State court for a determination of such proportion.

The Court held further that the burden of proving the proportion of its expenditures that was used for political purposes fell on the union. Also, the Court upheld the right of the union under the Act to use uniformly exacted union fees and dues from non-dissenters in support of political activities.

By the terms of a collective agreement under Para. 2 Eleventh of the Railway Labor Act between the Southern Railway Company and a number of railway labor organizations, the company's employees were obligated, as a condition of employment, to pay the periodic union dues, initiation fees and assessments uniformly required as a condition of acquiring or retaining membership in their respective unions who were parties to the agreement.

Although, as provided in Para. 2 Eleventh of the Act, the agreement required employees to become union members within a 60-day period, in fact the unions concerned did not insist that employees actually join the union, but regarded payment of the uniform exactions required by the agreement as complete compliance with the agreement. (The latter arrangement, known in Canada as the Rand formula, is referred to as "agency shop" in the United States.) Some employees who were not union members refused to pay the unions any part of the money required under the agreement, but instead, brought a court action to

restrain its enforcement. The action was based, in part, on North Carolina's "right-to-work" law, which makes the union shop unlawful.

The Superior Court of Mecklenburg County, North Carolina, granted an injunction on the ground that money exacted under the agreement was used by the unions for purposes not reasonably necessary or related to collective bargaining, namely, (1) to support or oppose legislation, (2) to influence votes in elections for public office, (3) to make campaign contributions in such elections, (4) to support the death-benefits system operated by the Brotherhood of Railway Clerks.

The injunction restrained the unions from placing any compulsion of any nature upon the employees in question whereby they would be required, against their free will and choice, to join the unions or pay money to the unions. It was provided, however, that upon a showing by the unions of the proportion of expenditures from exacted funds that was reasonably necessary and related to collective bargaining, the injunction would be modified appropriately.

On appeal, the Supreme Court of North Carolina reversed the decision on the ground that the Supreme Court of the United States, in *Railway Employees' Dept. v. Hanson,* 351 U.S. 225, 38 LRRM 2099, held that Para. 2 Eleventh of the Railway Labor Act was a valid exercise by Congress of its powers under the Commerce Clause and did not violate the First Amendment or the Due Process Clause of the Fifth. Rehearing was granted, however, and pending the decision thereon, the Supreme Court of the United States decided the case of *International Assn. of Machinists v. Street,* 367 U.S. 740, 48 LRRM 2345.

Upon reconsideration of the Superior Court's judgment in the light of the *Street* decision, the Supreme Court of North Carolina affirmed the judgment of the Superior Court. Thereupon, the Supreme Court of the United States granted *certiorari* to consider whether the injunction granted by the Superior Court was consistent with the *Street* decision.

In the Supreme Court of the United States, Mr. Justice Brennan delivered the judgment by which the decision of the Superior Court was reversed and remanded for further proceedings not inconsistent with the Supreme Court opinion.

Mr. Justice Brennan pointed out that in the *Street* case the Supreme Court held "that Para. 2 Eleventh is to be construed to deny the unions, over an employee's objection, the power to use his exacted funds to support political causes which he opposes." The employees in the case at bar alleged that sums exacted under the agreement "have been and are and will be regularly and continually used by the defendant unions to carry on, finance and pay for political activities directly at cross-purposes with the free will and choice of the plaintiffs."

In Mr. Justice Brennan's opinion, it would be impracticable to require a dissenting employee to allege and prove each distinct union political expenditure to which he objects; it is enough that he manifests his opposition to *any* political expenditures by the union. As stated in the *Street* case, however, "dissent is not to be presumed—it must affirmatively be made known to the union by the dissenting employee," and "the union receiving money exacted from an employee under a union-shop agreement should not in fairness be subjected to sanctions in favor of an employee who makes no complaint of the use of his money for such activities."

Further, Mr. Justice Brennan noted that, in the *Street* case, an injunction relieving dissenting employees of all obligation to pay the moneys due under a union shop agreement was held to be impermissible. The Court stated that such employees "remain obliged, as a condition of continued employment, to make the payments to their respective unions called for by the agreement. Their . . . grievance stems from the spending of their funds for purposes not authorized by the Act in the face of their objection, not from the enforcement of the union-shop agreement by the mere collection of funds."

In Mr. Justice Brennan's opinion, the injunction granted by the Superior Court in the case at bar was thus improper, even though it was subject to modifications if the unions came forward and proved the proportion of exacted funds required for purposes germane to collective bargaining. Such a remedy was too broad and might interfere with the unions' performance of those functions and duties that the Railway Labor Act places upon them to attain its goal of stability in the industry.

The Court held that the dissenting employees were entitled to no relief until final judgment in their favour was issued; otherwise, important functions of unions under the Railway Labor Act could be unduly impaired. Therefore, it ruled that the dissenting employees must pay to the unions all sums required under the agreement, including arrears.

In the *Street* case, the Supreme Court suggested that among the permissible

remedies for dissenting employees were: "an injunction against expenditure for political causes opposed by each complaining employee of a sum from those moneys to be spent by the union for political purposes that is so much of the moneys exacted from him as is the proportion of the union's total expenditures made for such political activities to the union's total budget," and restitution of such a sum already exacted from the complainant and expended by the union over his objection.

The necessary condition for such remedies, the Court said, is a division of the union's political expenditures from those pertinent to collective bargaining, since only the former, to the extent made from the exacted funds of dissenters, are not authorized by the Act. In the case at bar, no evidence was offered by either side, nor was the jury required to make findings as to the total amount of union expenditures for political purposes, the breakdown of the total union budget according to particular kinds of expenditure, or the proportion of political expenditures in the total union budget of a given period.

Mr. Justice Brennan pointed out that, in reviewing the case, the Superior Court, in order to comply with the views of the Supreme Court, will have to determine: (1) what expenditures disclosed by the record are political and, (2) what percentage of total union expenditures are political expenditures.

Since the unions possess the facts and records from which the proportion of political to total union expenditures can reasonably be calculated, the unions, not the individual employees, bear the burden of proving such proportion. Absolute precision in the calculation of such proportion is not to be expected or required. No decree issued by the Court would be proper which appeared likely to infringe upon the union's right to expend uniform exactions under the union shop agreement in support of activities related to collective bargaining and, as well, to expend such exactions from non-dissenters in support of political activities.

Further, Mr. Justice Brennan stated that a court decree would have to order: (1) the refund to the dissenting employees of a portion of the exacted funds in the same proportion that union political expenditures bear to total union expenditures, and (2) a reduction of such future exactions from them by the same proportion.

The Supreme Court recognized that practical difficulties may attend a decree reducing an employee's obligations under the union shop agreement by a fixed proportion, since the proportion of the union budget devoted to political activities may not be constant. But a decree once entered would, of course, be modifiable upon a showing of changed circumstances. It suggested that the unions might consider the adoption by their membership of some voluntary plan by which dissenters would be afforded an internal union remedy.

The Court drew attention to the way this problem was handled under the British Trade Union Act of 1913 and added that, if a union agreed upon a formula for ascertaining the proportion of political expenditures in its budget and made available a simple procedure for allowing dissenters to be excused from having to pay this proportion of money due from them under the union shop agreement, prolonged and expensive litigation might well be averted.

The Supreme Court reversed the judgment of the Superior Court and remanded the case for further proceedings consistent with this opinion of the U.S. Supreme Court.

As an appendix, the judgment reproduced in part the British Trade Union Act of 1913. *Brotherhood of Railway and Steamship Clerks, Freight Handlers, Express and Station Employees, et al. v. Allen et al.*, Supreme Court of the United States, 53 LRRM 2128 (1963).

United States Supreme Court . . .

. . . rules agency shop permissible under Taft-Hartley Act if not banned by State

On June 3, 1963, the U.S. Supreme Court ruled that an agency shop, under which an employee is required to pay charges to a union in lieu of membership, is a permissible form of union security under the Taft-Hartley Act, at least in States that do not prohibit such contracts. Consequently, an employer in the state of sequently, an employer in the State of gain over an agency shop proposal, as such contracts are not prohibited by Indiana law.

Further, the Court held that although union "membership" may be made a condition of employment under the Taft-Hartley Act, such membership may in turn be conditioned only upon payment, of union fees and dues; therefore, the agency shop serves, rather than violates, the intention of Congress to reduce the evils of compulsory unionism while allowing financial support for the bargaining agent.

The case grew out of a demand served by the United Auto Workers on General Motors that the company bargain on an agency shop provision in Indiana. The

demand followed the decision by the Indiana Appellate Court in June 1959, in *Meade Elec. Co. v. Hagberg* (44 LRRM 2312), that an agency shop is lawful under the Indiana Right-to-Work Act. As defined in that opinion, the term "agency shop" applies to an arrangement under which all employees are required as a condition of employment to pay dues to the union and pay the union's initiation fee, but they need not actually become union members.

After this decision, the union sent the company a letter proposing the negotiation of a contractual provision covering Indiana plants "generally similar to that set forth" in the *Meade* case. Continued employment in Indiana plants would be conditioned upon the payment of sums equal to the initiation fee and regular monthly dues paid by the union members. The intent of the proposal was not to require union membership but to make membership available at the employees' option and on nondiscriminatory terms.

Employees choosing not to join would make the required payments and in this way they would share in union expenditures for strike benefits, educational and retired member benefits, and union publications and promotional activities, but they would not be entitled to attend union meetings, vote upon ratification of agreements negotiated by the union, or have a voice in the internal affairs of the union.

The company's attitude was that the proposed agreement would violate the Taft-Hartley Act, and consequently, the company declined to comply with the union's request for a meeting to bargain over the proposal.

The union thereupon filed a complaint with the National Labor Relations Board against the company for its alleged refusal to bargain in good faith. The Board assessed the union's proposal as being fully in compliance with the Congressional declaration of policy in favour of union security contracts and therefore a mandatory subject on which the Act obliged the company to bargain in good faith. At the same time, the Board stated that it had "no doubt that an agency shop agreement is a permissible form of union security within the meaning of Sections 7 and 8(a)(3) of the Act." Accordingly, the Board ruled that the company had committed an unfair labour practice by refusing to bargain in good faith with the certified bargaining representative of its employees, and it ordered the company to bargain with the union over the proposed arrangement.

The Court of Appeals set the Board's order aside on the grounds that the Taft-Hartley Act tolerates only "an agreement requiring membership in a labor organization, as a condition of employment" when such agreements do not violate state right-to-work laws, and that the Act does not authorize agreements requiring payment of membership dues to a union, in lieu of membership, as a condition of employment. Further, the Court held that the proposed agency shop agreement would violate Sections 7, 8(a)(1), and 8(a)(3) of the Act and that the employer was therefore not obliged to bargain over it.

On writ of *certiorari*, the U.S. Supreme Court reversed the decision of the Court of Appeals and remanded the case for further consideration in accordance with the judgment of the Supreme Court.

The opinion of the Supreme Court was delivered by Mr. Justice White. He recalled that Section 8(3) under the Wagner Act allowed the closed and union shop, as well as less onerous union security arrangements, if they were otherwise legal. The National Labor Relations Board construed that provision as shielding from an unfair labour practice charge less severe forms of union security arrangements than the closed or the union shop, including an arrangement requiring, in one instance, non-union members to pay to a union $2 a month "for the support of the bargaining unit."

When Congress enacted the Taft-Hartley Act, in Section 8(a)(3) new provisions were added that intended to accomplish two purposes. On the one hand, the most serious abuses of compulsory unionism were eliminated by abolishing the closed shop. On the other hand, Congress recognized that, in the absence of a union security provision, "many employees sharing benefits of what unions are able to accomplish, like collective bargaining, will refuse to pay their share of the cost."

Consequently, under the new law, employers were permitted to enter into agreements requiring all employees in a given bargaining unit to become members 30 days after being hired, but expulsion from the union could not be a ground for compulsory discharge if the worker was not delinquent in paying his initiation fees or dues. The amendments were intended to remedy only the most serious abuses of compulsory union membership and yet give employers and unions, who feel that such agreements promoted stability by eliminating "free riders," the right to continue such arrangements. As far as the federal law was

concerned, the Court was of the opinion that all employees could be required to pay their way. The Taft-Hartley Act abolished the closed shop but permitted voluntary agreements for requiring such forms of compulsory membership as the union shop or maintenance of membership.

In the opinion of the Supreme Court, there is nothing in the legislative history of the Act indicating that Congress intended the amended proviso to Section 8(a)(3) to validate only the union shop and simultaneously to abolish, in addition to the closed shop, all other union security arrangements permissible under state law. If Congress desired in the Wagner Act to permit a closed or union shop and in the Taft-Hartley Act the union shop, then it also intended to preserve the status of less vigorous, less compulsory contracts that demanded less adherence to the union.

The company, in the case at bar, relied upon the express words of the requirement of Section 8(a)(3), which allow employment to be conditioned upon "membership." Since the union's proposal did not require actual membership but demanded only initiation fees and monthly dues, the proposal was not saved by that section. Such interpretation would reject the NLRB decisions concerning the scope of Section 8(3) of the Wagner Act and be reaffirmed by the Board under the Taft-Hartley amendments.

In the opinion of the Supreme Court, the 1947 amendments (the Taft-Hartley Act) not only abolished the closed shop but also made significant alterations in the meaning of "membership" for the purposes of union security contracts. Under the second proviso to Section 8(a)(3), the burdens of membership upon which employment may be conditioned are expressly limited to the payment of initiation fees and monthly dues. It is permissible to condition employment upon membership, but membership, insofar as it has significance to employment rights, may in turn be conditioned only upon payment of fees and dues. Membership, as a condition of employment, is whittled down to its financial core.

In *Radio Officers Union v Labor Board* (33 LRRM 247), the Supreme Court stated:

> This legislative history clearly indicates that Congress intended to prevent utilization of union security agreements for any purpose other than to compel payment of union dues and fees. Thus Congress recognized the validity of unions' concern about "free riders," i.e., employees who received the benefits of union representation but are unwilling to contribute their fair share of financial support to such union, and gave the unions the power to contract to meet that problem while withholding from unions the power to cause the discharge of employees for any other reason . . .

In the case at bar, the Court was of the opinion that the proposal made by the union made employment conditional upon the practical equivalent of union "membership," as Congress used that term in the proviso to Section 8(a)(3). The proposal for requiring the payment of dues and fees added no burdens not imposed by a permissible union contract, and compelled the performance of only those duties of membership that are enforceable by discharge under a union shop arrangement.

The Court added, if an employee, in a union shop unit refuses to respect any union-imposed obligations other than the duty to pay dues and fees, and membership in the union is therefore denied or terminated, the condition of "membership" for Section 8(a)(3) purposes is nevertheless satisfied, and the employee may not be discharged for non-membership, even though he is not a formal member of the union. The proposed agency shop arrangement serves rather than violates the desire of Congress to reduce the evils of compulsory unionism while allowing financial support for the bargaining agent.

The Court concluded that the employer in the case under review was not excused from his duty to bargain over the agency shop proposal on the theory that his acceding to it would necessarily involve him in an unfair labour practice. Whether a different conclusion would be reached in states that have declared such arrangements unlawful was not relevant, because, in the case before the Court, Indiana law did not forbid the agency shop arrangement. Therefore, in the context of this case the employer could not justify his refusal to bargain, and by doing so, he violated Section 8(a)(5) of the Act and the National Labor Relations Board properly ordered him to return to the bargaining table. *National Labor Relations Board v. General Motors Corporation,* Supreme Court of the United States, 53 LRRM 2313 (1963).

United States Supreme Court . . .

. . . rules States may prohibit agency shop agreements though allowed by Taft-Hartley

On June 3, 1963, the Supreme Court of the United States ruled that Section 14(b) of the Taft-Hartley Act, which permits State laws to prohibit agreements requiring union membership as a condition of employment, permits also the prohibition of agency shop agreements that require employees to pay union charges in lieu of membership. Section 14(b) of the Act subjects to state law the union securiy agreements that are permitted under federal law

by Section 8(a)(b) of the Taft-Hartley Act; and agency shop agreements, having been held to be within the scope of Section 8(a)(3), are within the scope of Section 14(b), and thus may be prohibited by State right-to-work law.

Further, the Court held that Section 14(b) also permits State law to invalidate the so-called "service fee" agreement under which non-member payments are used for collective bargaining purposes alone and are not used for the union's institutional purposes because the over-all effect of the "service fee" is the same as an agency shop arrangement.

Local 1625 of the Retail Clerks' International Association was the certified bargaining agent for the Food Fair Stores supermarket chain in five South Florida counties. In October 1960, the union and the employer negotiated a collective bargaining agreement effective until April 1963. The contract provided for various terms and conditions of employment and also contained Article 19, which became the subject of the lawsuit and which reads as follows:

> Employees shall have the right to voluntarily join or refrain from joining the union. Employees who choose not to join the union, however, and who are covered by the terms of this contract, shall be required to pay as a condition of employment, an initial service fee and monthly service fees to the union for the purpose of aiding the union in defraying costs in connection with its legal obligations and responsibilities as the exclusive bargaining agent of the employees in the appropriate bargaining unit. The aforesaid fees . . . shall in no case exceed the initiation fees and the membership dues paid by those who voluntarily choose to join the union . . . It shall also be a condition of employment that all employees covered by this agreement shall on the 30th day following the beginning of such employment or the effective date of this agreement, whichever is later, pay established initial and monthly service fees as shown above.

The Court action was instituted by some non-union members of Food Fair who sought a declaration that Article 19 was null and void, and an injunction against the union and the employer to prevent them from requiring employees to contribute money to the union under Article 19. The trial court held that Article 19 of the collective agreement did not violate the Florida right-to-work law.

However, the Florida Supreme Court reversed the decision, holding that State law forbade, and that the Florida courts could deal with the agency shop clause involved in the case under review, and remanded the case for further proceedings in the trial court. On a writ of *certiorari*, the case was brought before the Supreme Court of the United States.

Mr. Justice White, delivering the opinion of the Supreme Court, noted that the case to a great extent turned upon the scope and effect of Section 14(b) of the Taft-Hartley Act, which reads:

> S. 14 (b). Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territorial law.

Mr. Justice White stated that it was apparent that Section 14(b) was designed to prevent the complete removal of State power over certain union security arrangement expressly permitted in Section 8(a)(3) of the Taft-Hartley Act, which section made it legal for employment to be conditional upon membership in a labour union. It was desired to "make certain" that Section 8(a)(3) could not authorize arrangements of this sort in States where such union security arrangements were contrary to the State policy.

In the opinion of Mr. Justice White, the connection between Section 8(a)(3) and Section 14(b) was clear. In the *General Motors* case (decided the same day and reported above), the Supreme Court ruled that the "agency shop" arrangements requiring only the payment of initiation fees and regular dues is the "practical equivalent" of an "agreement requiring membership in a labour organization as a condition of employment" under Section 8(a)(3) of the Act. Consequently, whatever may be the status of less stringent union security arrangements, the agency shop is within Section 14(b) and therefore subject to state laws.

Mr. Justice White did not accept the union's contention that Article 19 of the contract could be distinguished from the agency shop proposal in the *General Motors* case. The union claimed that Article 19 confined the use of non-member payments to collective bargaining purposes alone and forbade their use by the union for institutional purposes unrelated to its exclusive agency functions, all in sharp contrast to the *General Motors* situation where the non-member contributions were made available to the union without restriction.

In Mr. Justice White's opinion, the agency shop clause was ambiguous on its face and it should not be construed to raise a substantial difference between the *General Motors* case and the case under review. There was no iron-clad restriction imposed upon the use of non-member fees in the case at bar, for the clause merely described the payments as being "for the purpose of

aiding the union" in meeting collective bargaining expenses.

The alleged restriction would not be breached if the service fee was used for both collective bargaining and other expenses. But, even if all collections from non-members were directly committed to paying bargaining costs, this fact would be of bookkeeping significance only, rather than a matter of real substance. It must be remembered that the service fee was exactly equal to membership initiation fees and monthly dues, and the union said in its brief that dues collected from members may be used for a "variety of purposes in addition to meeting the union's costs of collective bargaining."

If the union's total budget was divided between collective bargaining and institutional expenses, and if non-member payments, equal to those of a member, went entirely for collective bargaining costs, the non-member would pay more of these expenses than his *pro rata* share. The member would pay less and to that extent a portion of his fees and dues would be available to pay institutional expenses.

By paying a larger share of collective bargaining costs, the non-member subsidizes the union's institutional activities. In over-all effect, economically, and for the purposes of Section 14(b) of the Act, the contract under review was the same as the *General Motors* agency shop arrangement. The union's argument, if accepted, would lead to the anomalous result of permitting Florida to invalidate the agency shop but forbid it to ban the service fee arrangement under which collective bargaining services would cost the non-member more than the member.

The Supreme Court concluded that the contract involved in the case at bar was within the scope of Section 14(b) of the National Labor Relations Act and was subject to prohibition by Florida law. The Court, however, had not determined whether the Florida courts, rather than solely the National Labor Relations Board, are tribunals with jurisdiction to enforce the State's prohibition against such arrangements. Accordingly, the case was retained on the calendar and set for re-argument during the forthcoming term on the remaining issue of jurisdiction. *Retail Clerks' International Association, Local 1625, AFL-CIO, et al. v. Schermerhorn, et al.*, Supreme Court of the United States, 53 LRRM 2318 (1963).

Recent Regulations under Provincial Legislation

Ontario issues new minimum-wage orders, tightens construction safety rules. Quebec sets special minimum rates for sawmills

In Ontario, new minimum-wage orders for the Toronto-Hamilton-Oshawa Zone, the first in the province to apply to men, set a general minimum of $1 an hour for men in the area and of $1.25 for construction workers. The minimum for women is 85 cents an hour, increasing by 5 cents every three months to a minimum of $1 an hour on March 31, 1964.

Other new Ontario regulations under the Department of Labour Act set out more stringent safety rules for compressed-air operations and tunnel work. They require the appointment of a competent superintendent for every project, make it mandatory to have an experienced lock tender for each work shift, provide for regular medical examinations for men doing compressed-air work, and make it mandatory to have a medical lock readily available whenever compressed air is used. Time limits for underground shifts have been reduced and rest periods increased, and a three-stage decompression procedure has been introduced, replacing the previous two-stage procedure.

In Quebec, a 1962 order applicable only to sawmills has been replaced by a new order that covers employees in woodworking shops as well as sawmill workers. The general minimum for employees in woodworking shops is $1.15 an hour in Zone I and $1.05 in Zone II. The corresponding rates for sawmill workers are $1.10 and $1.

Other recent regulations dealt with apprenticeship in the sheetmetal trade in Alberta, and medical examinations for workmen exposed to silica dust in Manitoba.

Alberta Apprenticeship Act

In Alberta, the apprenticeship regulations for sheetmetal mechanics have been reissued with a few changes. The new regulations were gazetted as Alta. Reg. 204/63 on May 31.

The principal change is that there is no longer any provision for the granting of certificates of qualification to tradesmen who have not undergone a formal appren-

ticeship. However, sheetmetal mechanics with four years experience or more may qualify for a certificate of proficiency under the Tradesmen's Qualification Act if they pass the prescribed examinations.

The qualifications for apprentices are unchanged. An applicant must be at least 16 years of age and must have completed Grade 9 or its equivalent.

The ratio of apprentices to journeymen remains one to three, except that the Local Advisory Committee may now recommend that additional apprentices be employed if circumstances warrant it.

British Columbia Pipe-lines Act

British Columbia has issued an amendment to the regulations under the Pipe-lines Act, requiring all unfired pressure vessels used in connection with the operation of a pipe line to be tested by a method and at intervals approved by the Chief Inspecting Engineer of the Department of Commercial Transport, and to be date-stencilled. The new regulation, B.C. Reg. 96/63 amending B.C. Reg. 457/59 (L.G. 1960, p. 283), was gazetted June 15.

Code A.S.A. B31.4, 1959, Oil Transportation Piping, has now been adopted as the standard governing the design, fabrication, installation, testing, and inspection of oil pipe lines, piping, fittings, and appurtenances. However, where a code or formula has not been provided, or where provision is imperfect, the Chief Inspecting Engineer may provide one. Oil pumping stations must now be installed and operated in accordance with Code A.S.A. B31.1.8, 1955, Gas Transmission and Distribution Piping Systems.

Manitoba Public Health Act

The regulation under the Manitoba Public Health Act, requiring medical examination of workmen in industries where silicosis may be contracted, has been amended by the addition of a list of the industries to which the requirement applies. The new regulation, Man. Reg. 45/63, amending Man. Reg. 18/52 (L.G. 1952, p. 1106), was gazetted June 15.

The industries in which these requirements apply are: hard rock mining; stone cutting; metal foundry work; hard rock drilling and crushing; any industry in which workers are exposed to dust in the use of abrasive equipment where the abrasive, or the object being abraded, contains silica on its surface or in its interior; and any industry in which asbestos, or any mixture of asbestos, is worked or handled, or any industry in which asbestos textiles or any article composed of, or containing asbestos is manufactured or repaired.

A workman in any of these industries who is or may be exposed to the inhalation of any substance that may cause fibrosis of the lungs, is required to have an annual medical examination, unless he is exposed to the hazard for less than 50 hours in a month.

Ontario Department of Labour Act

Ontario has extensively revised its regulations designed to safeguard workmen against accidents in hazardous underground projects, especially against compressed-air illness or the "bends." This revision, the first in many years, is a major attempt to bring safety provisions governing this type of work into line with the best modern practices. It incorporates a number of the recommendations of the Royal Commission on Industrial Safety (L.G. 1961, p. 1238).

The new regulations, issued under the Department of Labour Act as O. Reg. 100/63, Underground Work, were gazetted May 4. They came into force on May 14, with the exception of Section 113 (concerning medical locks), which came into force on July 1. They revoked R.R.O. 1960, Regulation 109, on May 14, with the exception of Section 26(1) (concerning medical locks), which was revoked on July 1.

The new regulations are the result of extensive study by officers of the Ontario Department of Labour and the Labour Safety Council. The standards imposed in other countries have been studied and the assistance of technical experts has been sought. In reporting to the Ontario Legislature on the approval of the regulations, the Minister of Labour for Ontario emphasized a number of points that would help to make the new rules more effective, both for underground work generally and for work in compressed air.

Among the important rules in regard to underground work, the Minister mentioned: the requirement that a competent superintendent, whose duties are prescribed in the regulations, must be named for every project, to ensure proper supervision of workers; extensive safeguards against the hazards of fire underground; a clear obligation on the part of the constructor to maintain full compliance; and at the same time, workmen are required to use protective equipment and to so conduct themselves as not to endanger their safety or the safety of others.

The Minister also pointed out that the person responsible for any project involving work in compressed air must obtain the approval of the Department of Labour before subjecting a workman to compressed air,

and that there are a number of new requirements with respect to air locks and working chambers. The maximum hours that a person may work at a given air pressure are considerably reduced. Workmen must undergo careful medical examination, and the duties of project physicians are spelled out clearly.

Perhaps the most important of all is the requirement for the keeping of precise records, and the submission of reports of medical cases, so that further preventive measures can be instituted where necessary. Because of the importance of these regulations, and the lengthy inquiries which preceded them, they are reported in detail below.

The new regulations are in two parts. Part I deals with the construction of shafts, tunnels, caissons and coffer dams, and Part II relates to working in compressed air.

These regulations apply to the construction of every caisson or coffer dam, and of every shaft or tunnel other than a mine as defined in the Mining Act. The provisions governing the use of compressed air, however, apply to all shafts and tunnels. Records required to be kept for inspection must be kept until at least one year after the completion of the project.

Part I. Construction of Shafts, Tunnels Caissons and Coffer Dams

"Shaft" is defined as an open caisson or service shaft; "open caisson" means a casing being sunk or constructed below ground or water level and not designed to contain air pressure above atmospheric pressure; and "service shaft" means an excavation for the passage of persons or materials to or from a tunnel and having a longitudinal axis at an angle greater than 45 degrees to the horizontal.

The term "constructor" means a person who contracts with the owner to construct an entire project; it also includes an owner who contracts with more than one person to construct a project, or an owner who constructs the whole or any part of a project. Since most obligations imposed by the regulations fall upon the constructor, the effect is that where there is a general contractor for the whole project, he has the responsibility for complying with the regulations, but where there is no general contractor, the over-all responsibility remains with the owner.

Measures to Ensure Implementation—To ensure compliance with the safety rules on every project, every person who awards a contract is required to impose as one of its conditions, compliance with the provisions of the regulations. The constructor is made responsible for compliance with the regulations in respect to the entire project, and his subcontractor is responsible for the part of the contract under his direct control.

As a further safeguard, plans and specifications for every construction project within the scope of the regulations must be submitted to the Chief Officer (a designated officer of the Department of Labour). A constructor may not start work until he has been notified that the plans have been inspected, or until 14 days have elapsed from the time when the plans were submitted.

Construction must be carried out in accordance with the latest plans and specifications submitted, and if, in an emergency, the constructor, to prevent injury to persons or damage to property, deviates from them, he must notify the Chief Officer. He must also furnish an inspector with such particulars of the procedures to be followed as the inspector requires, and must notify him if in any emergency there is any variation of procedures.

There is a specific obligation upon the constructor to provide a competent superintendent to supervise the work of the project at all times, either directly or by a qualified assistant. The duties of the superintendent, with respect to the safety of workmen, are set out in the regulations. These include an inspection at least weekly of all machinery and structures, including a weekly inspection of hoisting ropes.

The functions and powers of Department of Labour inspectors are not listed in the regulations, since these are set out in the Department of Labour Act, including the authority of the inspector to require immediate cessation of work where it is being done in a manner or under conditions that are dangerous to life or property. The regulations further provide that an inspector may take with him into any project a physician or other expert on matters concerning the project, and an inspector is also empowered to authorize, in writing, alternative procedures if they are at least equally safe.

In order that workmen may be aware of the responsibility of the employer and of their own responsibilities, a copy of the regulations is required to be posted in the change-room or in a sheltered place frequented by workmen.

Safety Measures and Equipment—The responsibilities of workmen and supervisors, especially with respect to personal protective equipment for use against head, eye, foot and respiratory hazards, are set out in detail.

No person may remove or make ineffective, without temporary safeguards, any required safeguard, except to make emergency repairs. The required safeguards must be replaced as soon as possible.

Every employee must ensure that his foreman or superintendent is informed immediately of any personal accident, contravention of the regulations, or unsafe condition. The foreman or superintendent is required to take immediate action to provide adequate medical care, to comply with the regulations or to remedy any unsafe condition.

Every person on a project is specifically required to comply with these regulations. No person on a project may endanger the safety of himself or others, bring intoxicating liquor into any project or, if intoxicated, enter any project. He must not fail to use or wear protective clothing required by the regulations or his employer. A definite obligation is imposed upon the employer to require his employees to wear suitable personal protective equipment.

The duty to see that hard hats are worn where there is a danger of falling material, and that protective footwear is worn where there would otherwise be danger of foot injury, rests both upon the individual workman and upon his supervisors.

Similarly, no person, unless he is protected by a screen, clear or coloured glasses, or other suitable device, may work or be permitted to work on a project where he might be exposed to eye injury from flying particles, hazardous substances, or harmful light or other rays.

Also, no person may work or be permitted to work on a project where he might be exposed to injury from noxious gases, fumes or dusts, or the lack of oxygen, unless there is adequate mechanical ventilation or he is wearing suitable respiratory equipment.

Another rule, in recognition of the dangers to solitary workers, provides that no person may work or be permitted to work in a shaft, tunnel, caisson or coffer dam, unless another person is on duty above ground near the opening to it.

A project must have sufficient bracing and supports to ensure that it will safely support all loads to which it may be subjected. With a view to ensuring that the sides and roof of any tunnel, shaft, caisson or coffer dam on a project are in safe condition, the superintendent, or a competent person on his behalf, is required to inspect and test them at least daily, and have all loose pieces of rock and other dangerous material removed.

Safety precautions regarding air compressors require the air inlet to be so located that no fumes or noxious contaminants are drawn in with the air to be compressed. Every vessel for storing compressed air must be equipped at its lowest point with a valve to discharge air to the atmosphere; this valve must be opened at a safe time at least once each shift to eject any oil, water or other matter.

Shafts, Hoists and Tunnels—The regulations governing shafts require the top of each shaft to be guarded by a substantial guard rail or fence not less than 42 inches high. Gates giving access to the shaft must be kept closed and latched except when access to the shaft is necessary. If persons are hoisted or lowered by means of a bucket that remains over the shaft opening during entry to or exit from the bucket, the top of the shaft must be covered by a hinged door opening upward.

Each shaft, caisson or coffer dam must have a stairway, ladder or series of ladders running the full depth of the shaft, both during construction and after completion. If the depth of the shaft exceeds 15 feet, the ladderway or stairway must be sheathed for the full depth, and have landings not more than 15 feet apart, sufficiently wide to enable two persons to pass safely. Specifications for the width of stairways and ladderways, and for ladder rungs, are also given.

Provisions relating to service shafts set out their minimum inside dimension. If the depth exceeds 100 feet, a headframe, electrically grounded for protection against lightning, must be installed for the sinking of the shaft and subsequent use. Every conveyance in a service shaft must be operated in a compartment separated by solid sheathing from any stairway or ladderway in the same shaft. Guides must be installed to control the movement of the conveyance as the excavation progresses.

Hoistway landings must have a gate in accordance with specifications, and no person may let it be open unless the conveyance is stationary at the landing. In order to ensure that gates are closed, a device must be installed that so indicates by a light at every gate and in the hoist machine room.

The provisions governing hoists require all hoisting apparatus, cables, brakes, guides and fastenings to be of substantial design and to be arranged for convenient inspection. All safety devices must be tested before a conveyance is put into service, and at least once every three months afterwards. A record of these tests must be kept available for inspection.

Every service shaft exceeding 100 feet in depth is required to have a conveyance

for persons and material (a conveyance is defined as a cage, car, bucket or skip, or other vehicle used for transporting persons or material). A conveyance for persons in such a completed service shaft must be a cage or car. These conveyances, in a completed or uncompleted shaft or coffer dam, must have an approved device that will operate automatically to prevent the conveyance from dropping due to a broken or slack cable, and that will hold it when loaded to capacity. Requirements concerning cages and cars are set out with respect to their enclosure, doors, and protective covers.

Provisions governing buckets used for conveying persons require them to have smoothly contoured outer surfaces, and a depth of not less than four feet. The speed of a bucket conveying persons must not exceed 100 feet per minute unless danger is anticipated. The use of a self-opening bucket to hoist or lower persons is prohibited.

The only permissible rope or cable that may be used to hoist or lower persons is a steel wire rope with a steel or fibre core and a factor of safety of not less than 10. The use of a damaged or spliced rope, or one that does not suit the grooving on the hoist drum, is forbidden. Hoisting ropes must be lubricated, and the ends of the rope must be attached as specified.

Every hoisting machine used to convey persons must have a brake to stop and hold it automatically if the power fails. A device preventing the movement of a conveyance beyond its safe limits of travel must be installed unless the hoisting system is otherwise approved. Another safety measure requires the installation, in every service shaft in which persons are conveyed, of a device that indicates or gives a warning signal in the hoist machine room when the conveyance goes beyond its safe limits of travel.

A further requirement specifies that no person may be hoisted in a skip, unless the hoist has an auxiliary overwind device to prevent hoisting to the dumping position. Hoist drums must have a flange at each end to keep the rope on the drum. Hooks used with hoisting equipment must have a means of preventing the hook from becoming disengaged accidentally.

The regulations specify that signal systems, as prescribed, must be provided for shafts, caissons or coffer dams during construction, for hoistways in completed service shafts, caissons or coffer dams, and for tunnelling operations.

No person may ride, without the superintendent's permission, in a conveyance carrying material or equipment other than hand tools, or in a bucket, skip or similar conveyance after completion of the shaft, caisson or coffer dam.

The responsibilities of the project superintendent, hoisting engineer and shaft attendants, in connection with the operation of hoisting plants, are also defined. The superintendent is responsible for ensuring that a hoist operator, licensed under the Operating Engineers Act, is designated to operate each hoist at a project, and that this person is the sole operator.

The superintendent is also responsible for establishing maximum rates of speed for conveyances used for transporting persons, for determining the maximum number of men and weight of material that may be carried safely on each conveyance, and for posting notices giving this information. In addition, he is required to assign an attendant at the top and at each of the other entrances to the hoistway of the shaft, who must be on duty continuously while the entrance is being used.

The hoisting engineer has general responsibility for the safe operation of his hoist and other machinery under his charge. He is specifically required:

—to carry out the duties prescribed by the Operating Engineers Act;

—to know the signal code;

—not to operate a hoist without position indicators, brakes, and distance markers on hoisting ropes or cables;

—to exclude unauthorized persons from his machine room;

—not to converse with anyone while his hoist is in motion or attending to signals;

—not to operate a hoist in excess of the established maximum rate of speed;

—to inspect, at least daily, all hoisting machinery and related safety appliances, and report defects immediately to the superintendent;

—after repair of the hoist, to test it up and down the working part of the shaft at least once to ensure that the hoisting machinery and shaft are safe, before transporting any person;

—not to operate the hoist in a shaft compartment when repairs are being made in the compartment, except for repair purposes; and

—not to change hoist operators while the hoist is in motion.

Shaft attendants must be at least 19 years of age and be able to speak and read English. It is their duty to give the necessary signals to the operator to start and stop the hoist, prevent overloading of the conveyance, and observe all safety precautions.

The regulations in connection with tunnels require that there must be sufficient clear space in them for the safe passage and passing of vehicles and for the movement of persons. It is further provided that no haulage locomotive, trackless haulage equipment or hoist may be left unattended,

unless the controls are in neutral and the brakes are set.

Explosives—The regulations specify that the only persons who may handle, transport, prepare or use dynamite or other high explosives must be experienced men selected and designated for this purpose by the superintendent. Their names must be posted in the field office and at each magazine. In other respects, the storage and use of explosives and blasting agents are governed by Sections 211 to 257 of the Mining Act.

Fire Prevention and Protection—Since fire in underground workings can readily have fatal consequences, special fire prevention measures are introduced to minimize the risks presented by such hazards as combustible equipment, welding, and flammable liquids and gases; and requirements regarding fire extinguishment equipment are prescribed.

In regard to fire prevention, every reasonable precaution must be taken to prevent fire in or about a project. No combustible equipment, including welding cable or air hoses, may be stored underground except for immediate use. Electric cable or hose may not be taken underground unless it has an armoured casing or an incombustible jacket.

If welding or flame-cutting is done underground, in a building on a project, or within 50 feet of a headframe, there must, while the work is in process and for 30 minutes afterwards, be a person with a fire hose or fire extinguisher whose duty is to watch for and extinguish any fire. Operators of welding or flame-cutting equipment are required to wear fire resistant clothing.

The regulations governing flammable liquids or gas require their storage in a suitable building or storage tank, which is located not less than 100 feet from any shaft, tunnel, caisson or coffer dam, not less than 300 feet from a magazine, and in a dyked area. It is forbidden to install or use underground or within 100 feet of any opening to a shaft, tunnel, caisson or coffer dam, a tank supplying liquid or gaseous fuel, except one that is an integral part of an engine.

It is prohibited to take more than one day's supply of flammable liquids underground. Portable containers used for flammable liquids with a flashpoint less than 105 degrees Fahrenheit must have a closed top, pouring spout and a safety screen. The safety caps for protecting the cylinder valves of compressed gas cylinders must be secured in place when the cylinders are being moved underground.

Provisions concerning lubricating oil require it to be stored in a suitable building or storage tank, and in such a way that it cannot create a hazard by running toward any shaft, tunnel, caisson or coffer dam. It is forbidden to take underground combustible oil for use in hydraulic-powered equipment.

Means of extinguishing fire, with certain specified exceptions, must be provided in every building or structure on a project and in every shaft, tunnel, caisson and coffer dam. They must be located not more than 100 feet apart and not more than 50 feet from each working face and service shaft. If the transverse measurement of a shaft, tunnel or caisson is five feet or more, the means of extinguishment must be a standpipe. Suitable fire-fighting equipment must be provided at all electrical installations. Detailed requirements are set out for fire extinguishers and standpipes.

Working Over Water—When there is a risk of drowning at a project where workmen are employed over water, the constructor must provide one or more of the following safeguards, which must be approved: a boat, with a ring buoy attached to 50 feet of three-eighths-of-an-inch manila rope, and a boat-hook; a line across the water, with floating planks or other floating objects attached to support a person; and a life vest for each workman who might fall into the water. In addition, the constructor must designate one or more readily available, competent persons for rescue work.

Industrial Health—In the area of industrial health, the regulations prescribe requirements in connection with ventilation, sanitation and first aid.

An adequate supply of fresh air must be circulated throughout underground working places, by mechanical means, where there are dust, vapour or gas hazards. Clean water under pressure must be used to lay dust to drilling or blasting soil or rock, or due to dry mucking. No internal combustion engine may be installed or operated underground without the written approval of the Chief Officer.

Sanitation requirements specify that one flush toilet, chemical toilet or privy, with related facilities as prescribed, must be provided for every 30 or fewer workmen. There must be an adequate supply of pure drinking water. Washing facilities for workmen who use corrosive, poisonous, irritating or other dangerous substances, must be available. Also, a heated change room, with specifications and facilities as prescribed, must be provided to dry wet clothes of underground workers.

First aid provisions specify that a first-aid kit, required by the regulations under the

Workmen's Compensation Act, must be located near the surface entrance to the shaft, tunnel, caisson or coffer dam and, when practicable, there must be one or more of these kits underground. Stretchers in the ratio of one for every 25 men working underground must be available above ground and, when practicable, underground.

A sufficient number of approved masks and means of air supply for them must be readily available at each surface entrance, and elsewhere as required by an inspector. The constructor must ensure that a sufficient number of competent persons with suitable equipment are available on short notice to give first aid or perform rescue work.

Reporting of Accidents—The superintendent must give written notice, stating specified information, to the Chief Officer within four days after the occurrence of any accident, industrial disease, explosion or fire that causes bodily injury to a person on a project, if the injury prevents, or is likely to prevent, the employee from working for more than three days.

If a person is killed or critically injured, the superintendent must immediately notify an inspector of the occurrence, by telephone, telegram or other direct means, and also submit a written report within 48 hours. No person may alter the scene of such an occurrence, except to relieve human suffering or to maintain an essential public utility service or public transportation system.

Other Matters—All underground and surface areas at a project must be electrically illuminated, and machinery so lighted that the moving parts can be clearly distinguished when in operation. Electric flashlights must always be available at the bottom of every shaft and closed caisson and, if work is done at night, at the bottom of every open caisson and coffer dam.

With respect to housekeeping underground, the prompt removal of used or decayed timber, scrap wood, paper and any combustible rubbish, is required, and their accumulation is forbidden.

To ensure adequate communication, if a person is underground more than 75 feet from the top of the nearest service shaft or of a caisson or coffer dam, there must be telephone communication between the bottom and the top of these workings. In addition, there must be telephone communication with each level of a service shaft, and with a point within 100 feet of the working face of a tunnel. Where it is practical to do so, direct communication must be established between the project and municipal police and fire departments.

Pumping equipment, including spare equipment, must be provided on the project to handle pumping requirements and ensure the safety of persons and property.

If a project or part of it is dismantled, appropriate procedures must be used and safeguards taken to ensure the safety of persons in the vicinity.

Part II, Working in Compressed Air

The provisions of Part II, governing working in compressed air, deal with the following: application, notification, and general safety supervision; compressed-air supply; air locks and working chambers; work and rest periods, compression and decompression; medical facilities; reporting of compressed-air illness; and other safety and health matters.

Application, Notification, and General Safety Supervision—Part II applies to every project where a person is or may be working in compressed air, excluding diving bells.

It provides that no person may begin any work at a project where persons may be subjected to compressed air, unless he has notified the Chief Officer at least 14 days prior to commencement of the work, and has received his written approval.

In addition, before any person is subjected to compressed air on a project, the constructor must notify the local police and fire departments and the nearest public hospital, stating: the location of the project, and providing information on the peculiar hazards of compressed air work; the name, address and telephone number of the project physician and superintendent; and the location of the medical lock.

The constructor has general responsibility for the safety of persons working in compressed air. He must provide one air lock for each working chamber and all necessary machinery, gear and materials, together with supervisors, lock tenders, workmen and helpers, to comply with the provisions of the regulations.

Requirements concerning the project superintendent and any assistant superintendent specify that he must be sufficiently experienced in practical work under compressed air. The superintendent is responsible for ensuring that every person, before being subjected to compressed air for the first time at the project, is given instruction regarding its hazards and available safety measures, and for getting the person's signature acknowledging the instruction.

The superintendent must designate a qualified lock tender, who is familiar with the Act and these regulations, for each shift. The lock tender must attend the controls of one air lock only, unless two air locks in a tunnel are so close that he may attend to

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both of them safely and competently. Also, the superintendent must ensure that, in addition to the lock tender, there is a qualified person available on the project to perform the duties of the lock tender in an emergency.

Compressed Air Supply—The superintendent is required to designate a person, qualified under the Operating Engineers Act, to be in charge of and continuously attend any air compressor at a project. This person may be an assistant to the hoist operator, if the compressor is adjacent to the hoisting plant and is registered under the Operating Engineers Act as having not more than 75 horsepower.

In order to ensure a continuous supply of compressed air, there must be two or more air compressors installed and maintained, so that if one unit is not operable, the other can supply the air required. The energy for these compressors must be available from at least two independent sources. Air compressors must supply air that is free from moisture, oil and other contaminants. Equipment to keep the air supplied to a working chamber or air lock as temperate as possible must be provided. No person may work or be permitted to work in a working chamber where the temperature exceeds 80 degrees Fahrenheit.

The pressure in a working chamber must not exceed 50 pounds for more than five minutes, except for reasons of personal safety. In such a case, the superintendent is required to notify the inspector immediately by telephone, telegraph or in person; the pressure must be the least that meets the emergency; the maximum hours of working and the minimum hours of rest periods must be as directed by the project physician, who will also establish compression and decompression procedures.

Air Locks and Working Chambers—The provisions under this heading are mainly concerned with devices and apparatus designed to ensure the safety and comfort of persons in air locks and working chambers.

No person may construct underground without prior approval, a bulkhead that interferes with the passage of any person.

Air locks for persons must be at least five feet high, accommodate simultaneously and comfortably every person in the working chamber, and have a timepiece, thermometer and pressure gauge. Also, each air lock must have a glass observation window, an adequate number of seats, and suitable means of heating, the temperature not to exceed 80 degrees Fahrenheit.

Each working chamber and each air lock must have two or more air supply pipes, and means of controlling and automatically limiting the maximum air pressure. At each set of valves controlling the air supply to and discharge from an air lock, there must be a pressure gauge showing the air pressure in the air lock, and one showing the air pressure in the working chamber. There must also be separate valves inside and outside the air lock to control the air supply and discharge.

If an air lock for persons has a device for automatic compression and decompression, there also must be manual means of controlling the air pressure in case of emergency. Every air lock for persons must have a gauge that permanently records air pressure in the lock, showing changes at intervals of not more than one minute.

A pressure gauge, readable from the working chamber side, must be provided to show the pressure in the air lock. Every working chamber must have a portable gauge to show the pressure, and a thermometer. All pressure gauges must be tested daily. Every working chamber must have a blow stack of pipe with valves as prescribed. A pipe or mop line must be provided to drain each working chamber and air lock.

Another new requirement is intended to ensure that in an emergency, persons can always get from atmospheric pressure to the working chamber.

Work and Rest Periods, Compression and Decompression—The regulations prescribe the maximum hours that a person may work, at a specified pressure, in each of two working periods permitted within 24 hours, and the minimum rest period, at atmospheric pressure, after each working period. No person may perform manual labour or physical exertion, or leave the project, during his rest period or mid-shift meal.

The lock tender has special responsibilities for the safety of compressed-air workers. He must continuously attend the controls of the air lock when a person is about to be or is being subjected to compressed air in the air lock or related working chamber. Prior to permitting any person to enter an air lock, he must ensure that the air supply and all equipment and devices necessary for its safe operation are in good condition. He must prevent any person unable to produce written proof of medical fitness from entering an air lock.

With respect to "compression" of workmen, the lock tender is required to apply air pressure uniformly upon a person in an air lock, not increasing the air pressure to more than five pounds during the first two minutes. He must not exceed a pressure of five pounds until he has ascertained that every

person in the air lock is free from discomfort due to air pressure. He must increase the pressure above five pounds at a uniform rate that does not cause discomfort to any person, not exceeding five pounds per minute.

While compressing a person, the lock tender must constantly observe him and, unless the person indicates that discomfort has disappeared quickly, gradually reduce the air pressure until the discomfort ceases, or to atmospheric pressure so that he can be released from the air lock immediately.

The lock tender must adhere strictly to prescribed procedures for decompressing a person. He must observe the person constantly and, if the person indicates any discomfort that does not disappear quickly, he must increase the air pressure until the discomfort ceases or until the air pressure equals that of the working chamber. The lock tender must then notify by telephone the project physician, the superintendent or the superintendent's assistant, and follow his instructions.

If a person in an air lock is injured or ill for a reason other than air pressure, the lock tender must notify the project physician, the superintendent or his assistant. Unless one of these officials directs otherwise, the the lock tender must decompress the person in accordance with prescribed decompression procedures.

Other provisions relating to a lock tender specify that he must speak, read and write English competently. He must not work or be permitted to work more than eight hours in any period of 24 consecutive hours. He is also required to maintain separate records for each air lock giving the following information:

—the identity of the air lock;
—a serial number for each compression and decompression;
—the identity of each person subjected to each compression and decompression;
—the time and pressure at the beginning and end of each stage of compression and decompression;
—the temperature of the air lock before and after each compression and decompression; and
—any unusual occurrences respecting any person, the air lock or related matters.

The lock tender must give this record to the superintendent, who is required to keep it for inspection by an inspector or the project physician.

The regulations set out in detail the procedure for decompressing persons who have been under greater than atmospheric air pressure for more than five minutes. If the maximum air pressure is less than six pounds, it must be reduced to atmospheric air pressure at a rate not exceeding five pounds per minute.

If the maximum air pressure is six pounds or more, it must be reduced in three stages, as follows: Stage 1, from maximum air pressure to one half of it, at a rate not exceeding five pounds per minute; Stage 2, from one half to one quarter of maximum air pressure at a rate not exceeding two pounds per minute; and Stage 3, from one quarter of maximum to atmospheric air pressure at a rate not exceeding one half per pound per minute where the maximum air pressure is not over 20 pounds, or one quarter pound per minute where the maximum air pressure is over 20 pounds but does not exceed 50 pounds.

It is compulsory to post in the form provided at the controls for, and in the air lock, the prescribed pressure and minimum time for each stage of decompression corresponding to the maximum air pressure in the working chamber.

Provision is also made for the three stage decompression of a person experienced in compressed air, at uniform rates not exceeding twice the normal rates specified above. In such a case, however, he must have been subject to air pressure of 30 pounds or less for one half hour or less, and not have performed manual labour during that time.

Medical Facilities—This section deals with requirements concerning project physicians, medical examination of compressed-air workers, medical locks, and first aid.

The constructor of a tunnel or caisson in which persons work under compressed air is required to employ one or more project physicians. The physician must be reasonably available to provide medical services or advice, and must visit the project at least daily when persons are working in compressed air.

Strict requirements are imposed in connection with the medical examination of compressed-air workers. No person may work or be permitted to work in compressed air for the first time, unless the project physician has examined him and given written certification to the superintendent that the workman is physically fit for this type of work. It is the responsibility of the project physician to inform the workman of safety precautions against injury due to compressed air work.

A person who has not worked in compressed air must not be permitted to do so unless he is first tested under air pressure by the project physician. The workman then must not be permitted to work under compressed air for longer than one half shift, unless the project physician re-examines him and finds him physically fit.

A compressed-air worker who has not been examined within the previous two

months, or is absent for 10 or more successive working days, must not resume, or be permitted to resume, work in compressed air until the project physician examines him and certifies that he is physically fit.

The superintendent is required to keep for inspection a record of all examinations made by the project physician. This record must contain: the dates of examinations; the person's description, age and physical condition; and a statement of the periods the person has worked in compressed air.

If, for any reason, a person working under or about to work under compressed air does not feel well, he must inform the superintendent or project physician.

Provisions relating to medical locks require the constructor to supply at least one of them, and maintain it ready for operation at a project in which compressed-air work is done.

The medical lock must be under the control of the project physician. One or more persons experienced in decompressing workmen suffering from compressed-air illness must be readily available while any person is under compressed air, and for 24 hours afterwards.

A medical lock fabricated on or after July 1, 1963, must have a certificate of inspection issued under the Boilers and Pressure Vessels Act for a working pressure of at least 75 pounds, and, if fabricated before that date, for a working pressure of at least 50 pounds.

The medical lock must be divided into two pressure compartments at least five feet in height at its centre line if fabricated before July 1, 1963, and six feet in height if fabricated on or after that date. Each compartment must be provided with air valves enabling it to be pressurized and depressurized from inside or outside the lock. An observation window must be installed in each door and in the rear wall of a medical lock.

The medical lock must be adequately lighted and ventilated, maintained at normal room temperature, and have a pressure gauge, thermometer, telephone, seating, cot and blankets, and means of keeping it sanitary.

There must be provided near each medical lock a suitable first-aid room with all medical and other equipment necessary for first aid, and examination facilities for the project physician.

Reporting of Compressed-Air Illness—The regulations require a person who believes that he is suffering from any form of compressed-air illness to notify promptly his superintendent, foreman, or the project physician, and the lock tender if he is under air pressure.

The superintendent must report to the Chief Officer, at least weekly, the name of every person known to him, his supervisory staff, the lock tender, or the project physician, who suffered from compressed-air sickness. If any case of compressed-air sickness does not respond to first-aid treatment in a medical lock, the superintendent must report it to the Chief Officer immediately by telephone, telegram or other direct means. In each of these reports, the superintendent must submit information as prescribed.

Other Safety and Health Matters—Other safety and health matters dealt with are communications, lighting, identification badges, fire protection, hot drinks for workers, and sanitation.

The regulations specify that at all times there must be direct communication by telephone or similar equipment connecting the working chamber, the air lock, the outside of the air lock at the entrance on the atmospheric pressure side, the compressor house and the superintendent's office.

With respect to lighting, the supply of electricity for lighting places under compressed air must be supplemented by an auxiliary source other than a portable emergency one. In addition, there must be emergency flashlights at the entrance to each air lock on the atmospheric side and in the air lock.

Since the symptoms of compressed-air sickness may be attributable to other causes, it is essential that compressed-air workers can be readily identified, so that vital treatment can be given without delay. For this purpose, therefore, every person is required to wear, for at least 24 hours after working in compressed air, an identification badge furnished by the constructor. This badge must state: that the person is a compressed-air worker; the location of the medical lock; the name of the project physician; and that, in case of compressed-air sickness, the person is to be taken by ambulance to the medical lock.

Since the risk of fire under compressed air is greatly increased, every person in authority and every person under compressed air must take extra precautions to prevent fire. It is forbidden to use acetylene in compressed air. No person may smoke or be permitted to smoke in an air lock, medical lock, or working chamber.

The constructor is required to provide hot beverages for compressed air workers, during rest periods and at the end of shifts.

A supply of pure drinking water, and at least one chemical toilet, must be provided in any working chamber that is large enough.

Ontario Minimum Wage Act

Three new minimum-wage orders for the Toronto-Hamilton-Oshawa Zone, issued by the Ontario Industry and Labour Board, went into force on June 30, establishing the first male minimum rates to be set in Ontario and increasing the minimum for female workers in the area. The orders set a general minimum of $1 for men and a minimum of $1.25 for construction workers. The rate for women has been increased from $30 a week to 85 cents an hour, with provision for five-cent increases every three months until parity with the male rate is reached on March 31, 1964.

When announcing the new program last March, the Minister of Labour said that, in establishing special rates for the Toronto-Hamilton-Oshawa Zone, the Government was following the pattern recommended by H. Carl Goldenberg in the Report of the Royal Commission on Labour-Management Relations in the Construction Industry (L.G., July 1962, p. 775).

The Minister also stated that studies of wages, hours and other working conditions in other parts of the province, were proceeding, and that minimum-wage protection would be extended by zones and in stages.

General Order For the Toronto-Hamilton-Oshawa Zone, O. Reg. 133/63—The new general order for the Toronto-Hamilton-Oshawa Zone applies not only in the three cities in the area but also in 16 towns, 8 villages and 18 townships listed.

All employees in the Toronto-Hamilton-Oshawa area are covered, except:

—registered apprentices;
—students employed in recreational programs operated by school boards, municipalities or charitable organizations;
—residential building superintendents, janitors or caretakers who live on the premises;
—salesmen other than those employed at the employer's actual place of business or route salesmen or salesmen whose working hours are fixed or verified by the employer;
—professional persons, including teachers, registered nurses, optometrists, public accountants and professional trainees;
—student supervisors of children who are under 18;
—domestic servants; and
—farm workers, and persons subject to another order.

The order provides for some exceptions from the $1-an-hour rate. The minimum for women workers in the area is 85 cents an hour. This minimum will be increased by 5 cents an hour at the end of every three-month period until it reaches $1 an hour on March 31, 1964. When questioned about this differential, the Minister of Labour stated that parity as between men's and women's wages was part of the government's program with respect to minimum-wage legislation, but that a transitional period was necessary to prevent dislocation and loss of employment.

In line with the practice in some other jurisdictions, a lower minimum rate is set for younger workers, students and seasonal employees. Persons under 18 years of age employed as messengers, delivery boys, news vendors, or pin setters in bowling alleys, must be paid a minimum of 80 cents an hour. This 80-cent minimum also applies to students who work 28 hours a week or less, and to seasonal workers employed in fruit or vegetable processing plants for not more than 16 consecutive weeks in a calendar year.

Lower minima are also payable to learners during the first four months of employment, subject to certain restrictions. During this four-month learning period, male employees are to be paid at least 90 cents an hour. The minimum for female trainees is 75 cents an hour, increasing to 80 cents on September 30 and to 85 cents on December 31. From March 31, 1964 on, the minimum for inexperienced female workers will be 90 cents an hour, the same as for male learners.

The number of employees classified as learners may not exceed one-fifth of the total number of employees in an establishment, except that a person with fewer than five employees may employ one learner.

Also, certain classes of employees may not be paid learners' rates even though they may have less than four months experience. They are:

—persons holding a certificate of apprenticeship or a certificate of qualification under the Apprenticeship Act;
—office workers who hold a secondary-school graduation diploma of a commercial course, or who have completed a course in business or office practice provided by a registered trade school; and
—part-time workers employed for less than 28 hours a week.

Employees reporting for work in response to a call from the employer must be paid a minimum of three hours in wages. This provision does not apply to students who are not required to work for more than 28 hours a week during the school year, however.

In establishments where some or all of the employees are paid on a piecework basis, the employer will be considered to have complied with the minimum wage requirements if four fifths of the piece-workers receive the equivalent of the minimum wage for any pay period.

Hotel and Restaurant Workers, O. Reg. 135/63—The order for hotel and restaurant workers, which has the same geographic coverage as the general order for the Toronto-Hamilton-Oshawa Zone, applies to all inns, motels, hotels, taverns, public houses or other refreshment places in the area, as well as to establishments licensed under the Liquor Licence Act. The order, however, does not cover licensed tourist establishments operated for not more than five months in a calendar year. Registered apprentices are also exempted.

The rates set are the same as in the general order for the Zone, except that there is no provision for learners' rates. All male hotel and restaurant employees must be paid at least $1 an hour, regardless of experience. The minimum rate for women is 85 cents an hour, increasing by 5 cents at three-month intervals to a minimum of $1 an hour. The only exceptions are students employed 28 hours or less in a week, and persons under 18 working as messengers, delivery boys, news vendors and pin setters, who must be paid a minimum of 80 cents an hour.

Another difference is that the order for hotel and restaurant workers limits deductions for board and lodging. The maximum amounts at which meals or room may be valued for minimum wage purposes are: $5 a week for a room; 50 cents for single meals and $10 for a week's board; $15 for a week's board and lodging. An employer is forbidden to make any deductions for board or lodging unless the employee has actually received the meals and occupied the room.

Deductions from the minimum wage for the purchase, use, laundering or cleaning of uniforms, aprons, caps or similar articles of apparel, are prohibited.

As well as providing for a daily guarantee, the order for hotel and restaurant workers stipulates that employees must be paid for all time spent on the premises at the employer's request.

Construction Workers, O. Reg. 134/63—As indicated above, a higher minimum, $1.25 an hour, has been set for construction workers in the Toronto-Hamilton-Oshawa Zone. This $1.25-an-hour rate applies to all persons engaged in the construction, erection, demolition, repair, remodelling, decoration or alteration of buildings, roads or other structures, including excavation and tunnel work. The only exceptions are student architects, surveyors or engineers, registered apprentices, and maintenance workers employed by an industrial, manufacturing or service establishment.

The construction order does not set lower rates for persons under 18 or for learners, nor does it provide for minimum call-in pay.

Female Workers Outside Newly Designated Zone—The general order for women (C.R.O., 1960, Reg. 437), continues to apply to women outside the Toronto-Hamilton-Oshawa area, but zone boundaries have been redrawn to conform with those of the newly designated Zone.

Zone 1 now comprises the cities of Windsor, Ottawa and London and their environs. Zone 2 comprises every local municipality and every school section under the Public Schools Act within unorganized townships or unsurveyed territory having a population of 3,000 or more, and not included in Zone 1 or in the newly designated zone. Municipalities and school sections with a population of less than 3,000 that are not included in other zones, form Zone 3.

The rates are unchanged. The minimum for female employees outside the Toronto-Hamilton-Oshawa area remains $30 a week in Zone 1, $28 in Zone 2, and $26 in Zone 3.

The amending order, O. Reg. 136/63, was gazetted June 15, and also went into force on June 30.

Quebec Minimum Wage Act

The Quebec Minimum Wage Commission has replaced the order for the sawmill industry issued last fall (L.G., Nov. 1962, p. 1291), by a new order that applies to woodworking establishments as well as to sawmills. Rates for employees in woodworking shops are slightly higher than for sawmill workers, with the usual zone differentials. The general minimum for employees in woodworking plants is $1.15 in Zone I and $1.05 in Zone II. The corresponding rates for sawmill workers are $1.10 and $1 an hour.

The new order, No. 30, 1963, went into effect on June 29, the date of publication, and will remain in force until May 1, 1964.

Two other orders gazetted the same day amended the special minimum wage order for municipal and school corporations (No. 41, 1963), and the general vacation order (No. 3, 1962).

Order No. 30, 1963—Sawmills and Woodworking Plants

The new order covers all employees in sawmills or woodworking plants except employees subject to a decree under the Collective Agreement Act. The order makes

it clear, however, that if a collective agreement provides more favourable benefits than those in the order, it will take precedence over the order.

In addition, the order exempts employees in sawmills producing lumber used exclusively in logging operations, the employer's consort, members of the clergy or a religious order, employees of non-profit educational or research institutions, and members of a production co-operative.

For purposes of the order, "sawmill" means any establishment where the sawing, ripping, working, planing, drying, piling or shipping of lumber and related operations are carried on, including portable sawmills.

The order covers cabinet-making shops, shops doing joinery work, and other places where wooden accessories for buildings are fabricated. It does not include veneer and plywood mills, however.

Zones: As indicated above, rates are again set on a zone basis with no change in zone boundaries. Zone I comprises Metropolitan Montreal, which includes the Island of Montreal, Ile Jésus, Ile Bizard and the County of Chambly. Zone II covers the rest of the province.

Hours: The regular work week for most employees is 54 hours. Three classes of workers—stationary engineers, machine operators and truck drivers—may be required to work up to 60 hours a week at straight-time rates. Two categories—cooks and their helpers, and caretakers and watchmen who are not stationary engineers or machine operators—are deemed to have no regular work week and are therefore not entitled to overtime.

Minimum Rates in Sawmills: The general minimum for sawmill workers is the same as before, $1.10 an hour in Zone I and $1 in Zone II.

A new feature is that slightly lower minima are now set for employees in small establishments in Zone II. Sawmill workers who are employed in establishments with five employees or less, or who work for farmers 75 per cent of the time, may now be paid a minimum of 90 cents an hour, or 10 cents less than the general minimum for the Zone.

The minimum for younger workers and for handicapped employees remains 70 cents in Zone I and 65 cents in Zone II. The only difference is that sawmill workers must now be 19 rather than 18, before they are entitled to the adult rate.

The rate for skilled employees such as machinists, sawfilers, stationary engineers and machine operators is also unchanged at $1.25 an hour in Metropolitan Montreal and $1.15 elsewhere in the province.

Special weekly rates are no longer set for caretakers provided with free board and lodging on the premises, which means these employees are now subject to the general minimum.

Minimum Rates in Woodworking Shops: With one exception, rates for employees in woodworking plants are 5 cents more than for sawmill workers. The regular minimum is $1.15 an hour in Zone I and $1.05 in Zone II. In plants with five employees or less, the minimum is $1.10 or 95 cents an hour, depending on the location.

Employees under 19 years and handicapped workers must be paid at least 75 cents an hour in Zone I and 70 cents in Zone II. The minimum for skilled employees and machine operators is $1.30 an hour in Zone I and $1.20 in Zone II.

Overtime and the Three-Hour Minimum: As formerly, the order stipulates that every employee in a sawmill or woodworking plant who is called to work less than the regular working day must receive at least three hours wages at the applicable minimum rate, unless he refuses to do the work required of him.

Every employee with a regular work week must be paid time and one-half the minimum for overtime work. Under the earlier order, employees paid on a fixed weekly basis who received $65 or more a week in Zone I or $60 in Zone II were not entitled to overtime.

Deductions: Deductions from the minimum wage are again prohibited unless imposed by an Act or court order, except that an employer may now charge for articles purchased at a company store, provided a price list is posted in the store or offices of the employer. If board is provided, the maximum charge remains $1.65 a day or 55 cents a meal.

Weekly Rest and Vacations: The weekly rest provision is similar to that in other Quebec minimum wage orders, stating that all employees in sawmills and woodworking plants much be given a weekly rest of 24 consecutive hours or two periods of 18 hours each. Employees are also entitled to the vacation benefits provided in the general vacation order.

Records, Earnings Statements: The general provisions requiring employers to keep records, to provide employees with earnings statements every pay day, to post orders and to submit reports to the Commission upon request, are similar to those in other orders. The only difference is that employers are now obliged to record particulars of hours

worked for all employees regardless of wage levels, because, as indicated above, all employees with a regular work week are now entitled to overtime. Under the previous order, an employer was not obliged to record hours worked by employees paid on a fixed wage basis and who earned $65 a week or more in Zone I or $60 in Zone II.

Order No. 41, 1963—Municipal and School Corporations

The sections of the order for municipal and school corporations, setting a minimum weekly wage for caretakers continuously supervising the employer's establishment and who were provided with free quarters on the premises, which had previously been suspended, have been repealed by O.C. 1002, gazetted June 29. The result is that such employees are now subject to the general minimum of 90 cents an hour.

Order No. 3, 1962—Vacations With Pay

An amendment to the general vacation order requires employers to give employees their vacation within one year from date of entitlement (May 1). Originally one year, the period within which a vacation must be given was changed to six months when the order was revised last July (L.G., Sept. 1962, p. 1056).

Another amendment excluded commission salesmen who work for two or more employers at one time.

The section fixing the vacation indemnity for commission salesmen who are entitled to vacation benefits was also clarified. It now states that commission salesmen who have worked three months or more for one employer are entitled to a vacation indemnity of two per cent of net earnings after expenses for services or sales have been deducted. As before, the amount deducted for expenses may not exceed one third of the total commission received, and the vacation indemnity may not exceed 2 per cent of $1,000 of commission per month or $12,000 for 12 months.

The amending order (O.C. 1002), was gazetted June 29 to take effect from date of publication.

Quebec Workmen's Compensation Act

In Quebec, the schedule of industrial diseases under the Workmen's Compensation Act has been re-issued with a few changes in the descriptions. The new regulations were approved by O.C. 853 on May 22 and gazetted June 8 to take effect from date of publication.

Labour Day Messages

(*Continued from page 660*)

advancements that are taking place in this rapidly changing world. We look to the future for the rewards of these new developments.

The numerous economic and social problems created by these changes can and will be solved, provided labour, management and Government establish and maintain a proper climate to deal with these matters.

With the implications of the rail line abandonments the railway workers of Canada seek a comprehensive approach through some form of regulatory body having sufficient latitudinal powers of investigation and study in order to determine what is best for our transportation industry.

With the welfare of all workers as its prime object, labour will continue to make its contribution toward stability, prosperity and happiness.

It is with these thoughts in mind that we approach another Labour Day, looking forward toward the achievement of peace and full employment.

This can all be accomplished through the joint efforts of all segments of society, displaying their sincere co-operation during future years.

South Africa Excluded from ILO

(*Continued from page 690*)

In its second resolution, the Governing Body invited the Director-General, accompanied by a tripartite delegation of the Governing Body, to meet the Secretary-General of the United Nations. The purpose of the contemplated meeting was:

—to acquaint the Secretary-General of the grave concern expressed in the Conference and Governing Body on the subject of *apartheid*, and

—to seek jointly a solution appropriate to each organization of the problem posed by membership of South Africa so long as that country continued its present policy.

This resolution was adopted by a vote of 42 to 0 with 3 abstentions.

Acting on nominations made by each of the three groups, the Governing Body elected a delegation of ten members and three substitutes to accompany the ILO Director-General when he met the Secretary-General of the United Nations. Kalmen Kaplansky of Canada was a worker member and T. H. Robinson of Canada was a substitute employer member.

Monthly Report on Operation of the Unemployment Insurance Act

*Claimants for unemployment insurance benefit number 270,900 on May 31, up slightly from 263,900 at end of May last year**

Claimants for unemployment insurance benefit numbered 270,900 on May 31, in comparison with 263,900 a year earlier.

On April 30, the total was 565,900, but this comprised 378,800 regular and 187,100 seasonal benefit claimants. The seasonal benefit period, however, ended on May 18. And whereas the total on May 31 represents claimants for regular benefit only, the April figure included seasonal benefit claimants.

About 50 per cent of the claimants on May 31 had been on claim continuously for less than eight weeks, one third began to claim during the month, and about 10 per cent had been on claim continuously for more than half a year.

Initial and Renewal Claims

Initial and renewal claims filed in May numbered 122,900. This was 30 per cent less than the 175,600 filed in April, and about 11 per cent below the 138,400 filed in May 1962.

Part of the decline in numbers during May can be ascribed to the termination of seasonal benefit on May 18 since, in the main, regular claims that were exhausted after May 11 were not considered under the seasonal benefit provisions.

Of the 86,000 initial claims filed during May, 34,000, or 40 per cent, were transitional claims. During April, 57,000, or 45 per cent of the 125,000 initial claims, were thus classified.

Beneficiaries and Benefit Payments

The average weekly number of beneficiaries in May was estimated at 387,600 compared with 582,000 in April and 430,300 in May 1962.

Payments during the month amounted to $41,100,000, compared with $57,600,000 in April and $45,400,000 in May 1962. Part of the decline during May is explained by the termination of seasonal benefit on May 18.*

Insurance Registrations

Insurance books or contribution cards have been issued to 3,440,294 employees who have made contributions to the Unemployment Insurance Fund at one time or another since April 1, 1963.

On May 31, registered employers numbered 337,811, an increase of 893 since April 30.

Enforcement Statistics

During May, 13,497 investigations were conducted by enforcement officers across Canada. Of these 9,109 were spot checks of postal and counter claims to verify the fulfilment of statutory conditions, and 259 were miscellaneous investigations. The remaining 4,129 were investigations in connection with claimants suspected of making false statements to obtain benefits.

Prosecutions were begun in 276 cases, 86 against employers and 190 against claimarts.† Punitive disqualifications as a result of false statements or misrepresentations by claimants numbered 2,051.†

Unemployment Insurance Fund

Revenue received by the Unemployment Insurance Fund in May totalled $27,340,-190.23,‡ compared with $24,514,983.07 in April‡ and $26,564,030.77 in May 1962.

Benefits paid in May totalled $41,146,-623.27,‡ compared with $57,583,099.96‡ in April and $45,409,413.89 in May 1962.

The *debit* balance of the Fund on May 31 was $37,181,721.58;‡ on April 30 there was a *debit* balance of $23,002,-673.71‡ and on May 31, 1962 there was a

*See Tables E-1 to E-5, page 760.

*In respect of unemployment that occurred before and during the week of May 12-18, however, seasonal benefit payments were made as usual during the week of May 19-25, and residual payments will continue to be made until all cases are cleared.

†These do not necessarily relate to the investigations conducted during this period.

‡Figures for April and May this year are interim figures and are subject to revision.

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credit balance of $19,851,162.75. The deficit in April and May this year was covered by loans from the Minister of Finance.

Seasonal Benefit

Between 40 and 45 per cent of the initial claims processed from the end of November 1962 to June 1, 1963 were considered under the seasonal bnefit provisions, in comparison with a little more than 5 per cent in the previous year.

The number of claims established under these provisions was about 363,000 for the period December 1962-May 1963, which was almost 30,000 fewer than the 391,000 established in the previous year. The decline compared with last year occurred among persons qualifying for non-fishing seasonal benefit, the number eligible for fishing benefit having increased slightly.

The average number of seasonal benefit claimants reported on claim at the end of each of the five months December to April was 168,000. The highest total for fishermen was at the end of February, after which exhaustion of benefit resulted in a decline. In the case of non-fishing claimants, however, exhaustion, of seasonal benefit was offset by additional seasonal benefit cases, and the peak for these cases was at the end of March.

According to a preliminary estimate, during the season just ended some $86,000,000 was paid under the seasonal provisions compared with $88,900,000 known to have been paid during the 1961-62 period.

In a comparison of current unemployment insurance statistics with those for a previous period, consideration should be given to relevant factors other than numbers, such as the opening and closing of seasonal industries, increase in area population, influence of weather conditions, and the general employment situation. Claimants should not be interpreted either as "total number of beneficiaries" or "total job applicants."

A claimant's unemployment register is placed in the "live file" at the local office as soon as the claim is made. As a result, the count of claimants at any given time inevitably includes some whose claims are in process.

Monthly Report on Placement Operations of the National Employment Service

Vacancies notified to National Employment Offices during June totalled some 131,000, a decrease of 6.9 per cent from the total during the same month last year. The decrease was entirely confined to vacancies for men, which, at 81,000, were 12.1 per cent fewer than a year ago. Vacancies for women increased by 2.9 per cent.

Total vacancies notified during the first six months of 1963 amounted to some 654,400, less than the total during last year's first six months 711,000, but higher than in any previous year since 1956.

Placements effected through National Employment Offices during June amounted to some 111,200, a decrease of 11.4 per cent from the total for June last year. As with vacancies, the decrease was entirely among men. The male placements total, some 70,900, was a decrease of 17.8 per cent from the total a year ago. Placements of women increased by 2.7 per cent to a total of 40,300.

Regionally, June placements, with percentage changes from last year, were as follows:

Atlantic	6,500	−22.9
Quebec	26,300	−20.0
Ontario	33,400	−24.0
Prairie	17,900	−30.7
Pacific	27,000	+89.7

The large increase in the Pacific Region was primarily the result of an earlier agricultural season than last year; a large number of female casual placements were effected earlier than usual. This fact was also a major influence in the over-all increase in female placements. July placements should reflect a corresponding decrease, as the effects of seasonal shifts are balanced out.

Some 5,400, or 4.8 per cent of the placements effected during June involved the movement of workers from one local office area to another, a much smaller proportion than in June 1962.

Total placements effected during the first six months of 1963 were 523,400, 11.6 per cent lower than the number during the same period in 1962 but higher than in the first half of any previous year since 1945.

Decisions of the Umpire under the Unemployment Insurance Act

Decision CUB 2165, May 27, 1963

Summary of the Main Facts: The claimant filed a renewal application for benefit at the Toronto local office of the Unemployment Insurance Commission on November 15, 1962, and was registered for employment as a sewing-machine operator. Her application stated she had worked as a sewing-machine operator for the E——, Toronto, at a wage of $60.00 a week (piece work) from September 20, 1962, to November 9, 1962, when she became separated from this employment for the following reason:

> Laid off, lack of work, waiting to return to this shop. I expect to be recalled the 1st week of December '62. I have worked here approximately six years during the seasons; if I take another job as an operator, I will lose my job with this company.

A statement signed by the claimant in the local office on November 15 reads:

> I am laid off for about two or three weeks, then I don't see why I should take any other work, in case my own boss needs me in some time before we start again.

In the confirmation of separation (Form UIC 479), the employer, on November 20, 1962, stated: "Temporary, no work."

The insurance officer disqualified the claimant and suspended benefit from November 11 on the ground that she had failed to prove she was available for work as required by Section 54(2)(a) of the Act, because she had stated that she did not want work other than with her former employer.

The claimant appealed to a board of referees in a letter dated November 29, 1962, wherein she stated: "I have been disqualified from benefit because my answer was construed to be that I was not available for employment . . ."

A board of referees heard the case in Toronto on December 21, 1962. The unanimous decision of the board reads:

> The Board was attended by the claimant and [her union representative] . . . the claimant would lose seniority and financial rights that have accrued over the years if she were to take another job as an operator and not be available should her previous employer require her for anywhere from five minutes to eight hours, on any particular day of the layoff.
>
> . . . Nine of the claimant's co-workers, who had made application for benefit to different offices of the Commission on the same set of facts, were receiving benefits under the Act.
>
> . . . We are agreed that the claimant has not proved that she was available for work on 11 November, 1962, and subsequently. The evidence clearly shows that the claimant restricts her services to her previous employer and accordingly is clearly not available for work, in general, as required by the Act.
>
> We strongly suggest that this matter be appealed to the Umpire in order that the peculiar situation that exists in the garment industry can be clarified as very little protection is offered to that industry under layoff circumstances.
>
> . . . The claimant's appeal is dismissed and the disqualification imposed by the insurance officer is upheld.

The union of which the claimant is a member appealed to the Umpire:

> . . . The claimant has worked at E—— as an operator doing section work. Due to a shortage of cloth, and the changeover from fall to spring garments, the operators were laid off early in November. The employer told the operators that the layoff was temporary, and that he might need them in a week or two, subject to repeat orders or the arrival of a shipment of cloth that was holding up production.
>
> When [claimant] made application for benefit, the interviewer asked if she would take other employment; the claimant explained that she was to be called back to E—— and could not take other work without losing her seniority and union benefits . . .
>
> The interviewer made no effort to explain to the claimant the necessity of being available; instead, she told [claimant] that she would send her anywhere she wished. The interviewer further stated that she had made arrangements with the union representative, and he had stated [claimant] would have to comply. [Claimant] suggested that the interviewer call the union office, and if the representative agreed, she would accept other employment. This request was ignored by the interviewer, who flatly refused to hear any reason the claimant had for wishing to protect her benefits under her union contract.
>
> The interviewer asked [claimant] if she had ever worked at H—— or M——, both of which are under contract to our union, and at the time, both companies had employees receiving unemployment insurance due to layoff. This, the writer suggests, was trickery being used by the interviewer in an effort to have the claimant disqualified. Should either one of these companies need operators, it would be obliged by its agreement to call the union office before hiring. We had no such call during the month of November, and no working cards were issued to new employees.
>
> During the month of November, to my knowledge there were 11 employees of E—— [who] applied for benefit; some of them went to other offices of the Commission and were asked if theirs was a temporary layoff, and when they advised that it was, were granted benefit. Others went to R—— Street and were not questioned when they stated they were on temporary layoff. In all, eight of the applicants were granted benefits. The other three had the misfortune to be interviewed by the same person and were denied benefit by trickery . . .

. . . [All of these applicants] expressed their desire to return to their former employer, so that they might maintain their benefits under their agreement . . . they would be denied welfare benefits by working for an employer who was not a participant in the [union's] welfare plan, and should their employer call them . . . and [if] they were not available, they would be taken back as new employees, thus losing their seniority [and benefits] . . .

We submit that there was no intention on the part of [claimant] to refuse to be available for employment, but to endeavour to keep the wages and conditions that the union had earned for her over many years. Further, that the claimant was being deprived under Section 54(3)(b) of refusing employment that did not offer the terms of agreement that she had been accustomed to . . . the claimant was not separated from her employer, and had expressed a desire not to be forced into a position that would cause her to become separated and deprive her of her benefits.

There is no proof that jobs were available, and a survey of the union shops under contract to our union has proved that the only persons hired by them during the period were supplied by the union office . . . and that no applications were made to the National Employment offices for operators in the month of November or December.

In the writer's opinion, the Unemployment Insurance Act was not intended to become an instrument that would be used to raid a fair employer during a temporary layoff, nor was it designed to take from an employee her seniority, holiday pay or welfare benefits.

We respectfully request that the facts in this case be given your full consideration so that [claimant] and the other persons may not be deprived of their rights under the Act by interviewers who machine their questions to get answers that will disqualify the claimant without a reasonable hearing . . .

In regard to the appeal to the Umpire, the Employment Branch Supervisor of the local office sent a memorandum to the Insurance Branch Supervisor of the local office, dated February 13, 1963, stating that the case had been gone into thoroughly in January; no evidence had been found to justify the adverse criticism of the National Employment Service as made by the union. The conversation reported by the union had not taken place, the union representative had never been mentioned, and the claimant had not suggested that the union office be called.

The interviewer had stated she had told the claimant that temporary employment was available and had simply asked the claimant if she would accept a referral to a temporary textile job.

The memorandum also said the claimant on July 16, 1962 had been referred to M—— as an operator, but had failed to report. Also, it was not uncommon to find that an applicant had actually worked at a certain firm following a referral, whereas information from the employer or applicant had been to the opposite effect. It was a matter of course, said the memorandum, to check upon this fact at the next interview, to see if any error had been made in recording a placement, and it was for this reason, and with no thought of trickery, that the interviewer had mentioned M—— to the claimant. The H—— company, however, had not been discussed, according to the interviewer.

There were many requests for temporary help, and to have a constant pool of applicants available, it was the practice of the Service to ask applicants if they were willing to accept temporary work, and this question was not confined to textile workers alone. Questions that had been called "machined" were simply part of the normal process that had to be used in filling employers' requests for help, the memorandum concluded.

A statement concerning the interview that the union representative mentions in the fourth paragraph of his submission was completed by the interviewer, an employment officer in the Industrial Section, and attached to the memorandum. It reads:

[Claimant] was asked if she was available for temporary work; a 493A [Report of Possible Disqualification] was completed. It was explained to her that the 493A might stop her from being eligible for benefits, but that it was up to the Insurance Branch.

We did ask her if she had worked at M——, to check on a delayed placement, as she was referred the 16 July '62 but failed to apply for an interview. Sometimes on checking referrals, employers say [that applicants] do not report, and when applicants return after a few months, they have been employed there all the time.

We do have employers who will hire temporarily with the understanding that employees will return to their own jobs when needed.

In a statement of observations for consideration by the Umpire, the Chief of the Adjudication Division of the Unemployment Insurance Commission said:

1. According to Exhibits 1 and 2, the claimant, when filing her claim for benefit, indicated that she was waiting to return to her former employer . . . to whom she expected to be recalled in approximately three weeks. She further indicated that she did not want to take a temporary job elsewhere in the meantime.

2. As the claimant's statement constitutes a clear admission that she did not wish to work during the period of her layoff, it is submitted that she has failed to prove that she was available for work as required by Section 54 (2) (a) of the Act during that period. This case is similar to that of CUB-2054, which had not been published at the time of the board's decision in the present case.

3. It is respectfully submitted that the unanimous decision of the board of referees should be upheld and the union's appeal be dismissed.

Considerations and Conclusions: To be considered available for work for the purposes of the Act, a claimant must show that he is ready and willing to accept suitable

employment without attaching undue restrictions to his employability. Furthermore, availability for work is a day-by-day proposition. In fact, Section 54 (2) (a) of the Act reads:

An insured person is disqualified from receiving benefit *in respect of every day* for which he fails to prove that he was (a) capable of and available for work . . . (italics added).

According to the established jurisprudence, the mere fact that a claimant has a definite engagement to start work at some future date (e.g., in two or three weeks time), does not mean that he is not available for work if he is ready and willing to accept short engagements in the meantime.

In the present case, the claimant's statement is clearly to the effect that she was neither ready nor willing to do so, and the reason she gave to justify her attitude, viz., "in case my own boss needs me in some time before we start again," cannot, in the absence of definite evidence that she had in the past been recalled by her employer on extremely short notices, be regarded as anything but a most problematical occurrence which does not amount to a definite engagement to start work in the near future.

In view of the foregoing, I consider that the claimant has failed to prove that she was available for work on the days comprising the period in question and decide to dismiss the union's appeal.

Decision CUB 2168, May 27, 1963

Summary of the Main Facts: The claimant, 73 years of age, filed an initial application for benefit at the . . . local office of the Unemployment Insurance Commission on November 27, 1962, and was registered for employment as a price clerk. He had worked for W—— Limited, a plumbing and heating firm, from 1959 to July 29, 1961. He followed the occupation of price clerk, and his rate of pay was $60 a week. In regard to his separation from the said employment, he stated:

Laid off—hired a younger man. I have been unemployed since 29 July 1961, except for a few days in November when the bookkeeper at W—— Limited was sick. Claim expired July 1962. Capable and available for part-time work—approximately 5 hours per day.

On November 29, 1962, the local office wrote to the claimant, requesting him to state the hours he was available for work. His undated reply reads: "Afternoon hours are preferred 1 to 6."

The local office forwarded the file to the insurance officer with the following comment: "There are jobs like this at times, but it is very unlikely he could be placed by local office due to his age, unless someone was just looking for a part-time man."

The insurance officer disqualified the claimant and suspended benefit from November 25, 1962, on the ground that he was not available for work in that he was unduly restricting the hours of employment that he was willing to accept (Section 54 (2) (a) of the Act). The insurance officer notified the claimant of this disqualification by letter dated December 5, 1962.

The claimant appealed to a board of referees on December 12, and said:

I have no objections to working full time, in reply to your letter dated 5 Dec. 1962. I stated that I would prefer to work from 1 to 6 p.m., but because this is what I would like, it does not mean I am not available for full-time work. I hope you will reconsider my claim for benefit and allow my claim. I thought I would receive special consideration due to my age, and that was the reason for preferring the above hours, but I am available for full-time work. I am in good physical health and feel capable of performing work in my registered occupation.

The interviewing officer commented that the claimant, who was 73 years of age, appeared to be much younger, and to be in good health and capable of a full day's work; however, he had not reported to the Employment Division since November 27, 1962.

On December 13, the local office wrote to the claimant, suggesting that he report to the placement officer regarding his statement that he was now capable of full-time employment.

The claimant attended at the local office and made the following statement, dated December 14: "I am capable and willing to take full-time employment in my occupation as price clerk, or any work that I am capable of doing."

The placement officer commented that, in his opinion, the claimant appeared to be capable and willing to accept full-time employment, and that he had not been re-registered, as it was considered he could perform the work of a price clerk full time.

In the "Submission to Board of Referees" (Form 571A), the insurance officer, in a memorandum to the board, stated:

Although the claimant now states he would be willing to accept full-time employment, the insurance officer has decided to make no change in the decision rendered, as it is considered that this statement, made after disqualification, is less credible than the original statement made by the claimant at the time he filed his claim. The claimant has been unemployed for approximately 16 months, and there is no indication that he has made satisfactory efforts to secure employment during this lengthy period. In fact, the statement . . . that he thought he would receive special consideration due to his age, would indicate that he had not been making personal efforts to secure full-time suitable employment.

The majority decision of the board of referees, which heard the case on January 10, 1963, reads:

. . . The claimant was present at the hearing. He stated that he was willing to work but prefers part-time work because of his age. He has not looked for employment other than with his previous employer . . . His work had been estimating the cost of plumbing and steam fitting projects . . .

The board believes that the claimant is willing to work. We find, however, that the claimant is not available for work in the sense that he is not capable, because of his age, to do cost estimating with the speed and accuracy required by today's plumbing industry . . .

It is the majority decision of the board that the insurance officer's decision be upheld, and the appeal is thereby dismissed.

The dissenting member of the board of referees stated:

The claimant seemed to be under the impression he might be given special consideration due to his age, this being the reason for making the statement preferring part-time hours. However, since the placement officer commented that claimant appeared capable and willing to accept full-time employment as a price-clerk, I am of the opinion the claim should be allowed as of 14 December 1962.

The claimant appealed to the Umpire on February 28. He said that when he had suggested a preference for afternoon hours 1 to 6, he thought it would natually be understood that, if work for such hours was not available, it should not disqualify him, and that this approach had not the slightest resemblance to a refusal to work. The appeal board had admitted he was willing to work, and he had also communicated with his previous employer, in person and by telephone. He said the insurance officer had lost all sense of justice as shown by his own remarks, and submitted that the summation had been unfair.

Considerations and Conclusions: It is apparent from the record that the claimant has failed to show that he was available for work as from November 25, 1962, not because the statement made by him after the disqualification is less credible, nor because he is not capable of working with speed and accuracy, but because suitable employment could not be secured by him, either through his own efforts or those of the local office, during the very lengthy period of his unemployment.

This, particularly in the absence of proof to the contrary, constitutes, in my view, satisfactory evidence that no work of the kind to which the claimant restricted himself existed for a person in his circumstances in the labour market of the geographical area where he was prepared to work.

I consequently decide that the claimant has not proved that he was available for work during the period in question.

The claimant's appeal is dismissed.

The umpire under the AFL-CIO Internal Disputes Plan (L.G. 1962, p. 38) has ruled in the dispute between the United Auto Workers and the International Association of Machinists concerning jurisdiction over employees of an Ontario aircraft company that the UAW had violated an article of the plan.

The dispute arose when the Avro Aircraft and the Canadian Applied Research Divisions of Hawker Siddeley (Canada) Ltd. were sold to The de Havilland Aircraft of Canada, Limited, in 1962. The IAM was bargaining agent for employees of Avro and CAR, at Malton, and the UAW for employees of de Havilland, at Downsview.

When the sale took place, the UAW arranged with de Havilland to extend their collective agreement to cover the employees of the newly acquired plant.

The IAM immediately took a series of steps: it applied to the courts for an injunction to restrain de Havilland and the UAW from enforcing the UAW's union shop provision; it applied to the Ontario Labour Relations Board for certification as bargaining agent for the employees at the Malton plant; it invoked the IAM-UAW no-raiding agreement; it registered a complaint with the Canadian Labour Congress, requesting that the CLC no-raiding procedures be put in motion; and it filed a complaint under the AFL-CIO Internal Disputes Plan.

The court application was dismissed, with the UAW and the employer stipulating that IAM members at Malton would not be compelled to join the UAW while the matter was under consideration by the OLRB. The IAM withdrew its complaint to the CLC after the UAW had complained that it was being subjected to double jeopardy and, perhaps, to inconsistent determinations under the CLC and the AFL-CIO plans. The OLRB dismissed the IAM application. Proceedings under the UAW-IAM agreement were exhausted.

Under Ontario law, when a plant is sold, exisitng representation rights are nullified. But under the AFL-CIO plan an established collective bargaining relationship is not necessarily destroyed by a sale of a plant. "It is clear," the umpire said, "that the situation at Malton at the time of the sale constituted both an established bargaining relationship and an established work relationship in favour of the IAM."

The extension of the de Havilland-UAW agreement at Downsview to cover the plant at Malton constituted a violation of the Internal Disputes Plan because of the established work relationship with the IAM, the umpire ruled.

LABOUR CONDITIONS IN FEDERAL GOVERNMENT CONTRACTS

Wage Schedules Prepared and Contracts Awarded during June

Works of Construction, Remodelling, Repair or Demolition

During June the Department of Labour prepared 240 wage schedules for inclusion in contracts proposed to be undertaken by departments of the federal Government and its Crown corporations in various areas of Canada, for works of construction, remodelling, repair or demolition, and for certain services. In the same period, a total of 158 contracts in these categories was awarded. Particulars of these contracts appear below.

In addition, 153 contracts not listed in this report and which contained the General Fair Wages Clause were awarded by Central Mortgage and Housing Corporation and Defence Construction (1951) Ltd. and the Departments of Defence Production, Post Office, Public Works and Transport.

A copy of the wage schedule issued for each contract is available, on request, to trade unions concerned or to others who have a *bona fide* interest in the execution of the contract.

(The labour conditions included in each of the contracts listed under this heading provide that:

(a) the wage rate for each classification of labour shown in the wage schedule included in the contract is a minimum rate only and contractors and subcontractors are not exempted from the payment of higher wages in any instance where, during the continuation of the work, wage rates in excess of those shown in the wage schedule have been fixed by provincial legislation, by collective agreements in the district, or by current practice;

(b) hours of work shall not exceed eight in the day and 44 in the week, except in emergency conditions approved by the Minister of Labour;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of eight per day and 44 per week;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts for the Manufacture of Supplies and Equipment

Contracts awarded in June for the manufacture of supplies and equipment were as follows:

Department	*No. of Contracts*	*Aggregate Amount*
Defence Production	154	$688,212.00
Post Office	5	73,361.85
Transport	2	9,698.80

Wage Claims Received and Payments Made during June

During June the sum of $9,696.82 was collected from 5 contractors for wage arrears due their employees as a result of the failure of the contractors, or their subcontractors, to apply the wage rates and other conditions of employment required by the schedule of labour conditions forming part of their contract. This amount is for distribution to the 206 workers concerned.

The Fair Wages and Hours of Labour legislation of the federal Government has the purpose of insuring that all Government contracts for works of construction and for the manufacture of supplies and equipment contain provisions to secure the payment of wages generally accepted as fair and reasonable in each trade or classification employed in the district where the work is being performed.

The practice of Government departments and those Crown corporations to which the legislation applies, before entering into contracts for any work of construction, remodelling, repair or demolition, is to obtain wage schedules from the Department of Labour showing the applicable wage deemed to be required in the execution of the work. These wage schedules are thereupon included with other relevant labour conditions as terms of such contracts to be observed by the contractors.

Wage schedules are not included in contracts for the manufacture of supplies and equipment because it is not possible to determine in advance the classification to be employed in the execution of a contract. A statement of the labour conditions which must be observed in every such contract is, however, included therein and is of the same nature and effect as those which apply in works of construction.

Copies of the federal Government's Fair Wages and Hours of Labour legislation may be had upon request to the Industrial Relations Branch of the Department of Labour, Ottawa.

(The labour conditions included in contracts for the manufacture of supplies and equipment provide that:

(a) all persons who perform labour on such contracts shall be paid such wages as are currently paid in the district to competent workmen; and if there is no current rate, then a fair and reasonable rate; but in no event shall the wages paid be less than those established by the laws of the province in which the work is being performed;

(b) the working hours shall be those fixed by the custom of the trade in the district, or if there be no such custom, then they shall be fair and reasonable hours;

(c) overtime rates of pay may be established by the Minister of Labour for all hours worked in excess of those fixed by custom of the trade in the district, or in excess of fair and reasonable hours;

(d) no person shall be discriminated against in regard to employment because of his race, national origin, colour or religion, nor because he has made a complaint with respect to alleged discrimination.)

Contracts Containing Fair Wage Schedules Awarded during June

Department of Agriculture

Brandon Man: Jaska Construction Ltd, construction of Silos & paving of yard, experimental Farm. *near Outlook Sask:* McNamara Construction Western Ltd, construction of embankment, Stage 4, South Saskatchewan River Dam (Contract No 31).

Atomic Energy of Canada Limited

Chalk River Ont: Irving-Harding Ltd, repairs to roof, Bldg 412, Nuclear Laboratories; Ottawa Building & Maintenance Co Reg, cleaning & painting of Bldgs 420 & 100 & 100 Annex. *Deep River Ont:* John Kovaks, exterior painting of houses. *Pinawa Man:* Nelson River Construction Ltd, construction of buried piping, cable ducts, roads & landscaping, Whiteshell NRE; Malcom Construction Co Ltd, construction of bldg, WR-1 Reactor, Whiteshell NRE.

Central Mortgage and Housing Corporation

Amos Que: Dominion Landscapers Ltd, site improvement & planting. *Sept-Iles Que:* Conniston Construction Co Ltd, site improvement, site works, planting, paving for 100 rental units (Les Habitations Basques). *Ville St Laurent Que:* S J Lewin Co Inc, repairs to heating system, Park Royal Project. *New Westmintser B C:* Best Electric, installation of refrigerators, Glenview Apts.

In addition, this Corporation awarded eight contracts containing the General Fair Wages Clause.

Department of Citizenship and Immigration

Fisher River Indian Agency Man: Walter Bergman Ltd, construction of two-classroom addition & staff residence, IDS, Peguis Central. *Norway House Indian Agency Man:* Gertz Construction Ltd, construction of two schools, two teachers' residences, diesel electric power plant & distribution system, Poplar River Reserve. *Blood Indian Agency Alta:* Tom's Construction, construction of two-classroom addition to Standoff IDS, Blood Reserve. *West Coast Indian Agency B C:* Larsen Electric, installation of electrical distribution service, Alberni IRS. *Williams Lake Indian Agency B C:* Paul Kinderwater, construction of school, staff residence & powerhouse, Stone IR No 1.

Defence Construction (1951) Limited

Summerside P E I: M F Schurman Co Ltd, construction of refueling tender garage, RCAF Station. *Cornwallis N S:* Donald J Lowe, re-roofing bldg No 7, HMCS *Cornwallis. Dartmouth N S:* Canadian Comstock Co Ltd, replacement of valves & expansion joints in steam distribution system, RCNAS *Shearwater. Greenwood N S:* Emmerson-Killam Construction Ltd, construction of refueling tender garage, RCAF Station; Malach Roofing & Flooring Ltd, replacement of roofing, hangar 10, RCAF Station. *Halifax N S:* Steen Mechanical Contractors Ltd, extension to steam distribution system & replacement of valves & expansion joints, HMC Dockyard. *Sydney N S:* Ashfield Construction Co Ltd, sanitary sewer connection to City of Sydney sewer system, RCAF Station. *Chatham N B:* Conniston Construction Co Ltd, grading & seeding of areas adjoining runway & taxiways, RCAF Station; Coronet Paving Ltd, repairs to taxistrip, RCAF Station. *Camp Gagetown N B:* Simpson Construction Ltd, construction of training bldg & butler bldgs. *Camp Borden Ont:* Hydro-Silica Cleaning Co Ltd, sandblasting & repainting exterior of apartments. *Centralia Ont:* W A Moffat Co, re-roofing Bldg No 66, RCAF Station. *Hamilton Ont:* Linthwaite Construction Co, masonry repairs, James Street Armoury. *Kingston Ont:* Kingsport Mechanicals Ltd, installation of smoke detection & electrical fire alarm system, CASC; Ball Bros Ltd, interior renovations to 148 MDPAs. *Oakville Ont:* King Paving & Materials Ltd, rebuilding PMQ area roads, Surrey Park. *Rockcliffe Ont:* L Zuccarini

General Contractors Ltd, alterations & installation of air conditioning for film storage vaults, RCAF Station. *Winnipeg Man:* G J Foley Construction Co Ltd, construction of water main. *Moose Jaw Sask:* North West Electric Co Ltd, installation of aerodrome lighting, RCAF Station. *Cold Lake Alta:* Norman Nilsen Construction Ltd, construction of MSE vehicle storage bldg, RCAF Station; Thode Construction Ltd, repair & resurfacing of taxiways. *Sarcee Alta:* Bird Construction Co Ltd, construction of QM & Technical Stores Bldg A-12, Camp. *near Fort Nelson B C:* O A Decocraft Painters, repainting of Muskwa Bridge (Alaska Highway). *Muskwa* (*Fort Nelson*) *B C:* McGregor Telephone & Power Construction Co Ltd, installation of outside fire alarm system. *Whitehorse Y T:* Dawson Construction Ltd, repair & repaving asphalt roads—Phase IV, Camp Takhini. *Various locations:* One contract was awarded in the restricted category.

In addition, Defence Construction (1951) Ltd awarded two contracts containing the General Fair Wages Clause.

Department of Defence Production

(*Construction*)

Summerside P E I: Inman Plumbing & Heating Ltd, replacement of feedwater heater, RCAF Station. *Dartmouth N S:* Dartmouth Asphalt Co Ltd, paving of roadway, Albro Lake, Naval Radio Station. *Debert N S:* Warren Maritimes Ltd, asphalt repairs of touch-down areas, Airfield. *Greenwood N S:* Municipal Spraying & Contracting Ltd, asphalt repairs to station roads, RCAF Station. *Halifax N S:* Jeffrey Mfg Co Ltd, replacement of coal conveyor, south central heating plant, HMC Dockyard; L G & M H Smith Ltd, construction of cribwork shore protection north of bldg D-5, HMC Dockyard; Standard Paving Maritime Ltd, modification to sewer system, RCAF Station "Gorse-brook". *Shearwater N S:* A P Green Firebrick Co Ltd, repairs to boilers, central heating plant, RCN Air Station. *Moncton N B:* Jack Bradley Ltd, supply & installation of steel pipe, Garrison; A N Clarke & Son Ltd, application of preservative to bldg No 39, No 5 Supply Depot, RCAF Station. *Quebec Que:* Tri-Bec Inc, conversion from coal to oil heating system, Covefield Bldg & Grande Allee Armouries. *Ste Therese Que:* Desjardins Asphalte Ltee, resurfacing main entrance road and repair to potholes, Bouchard Military Camp. *Centralia Ont:* Robert Chapman & Son, exterior painting of PMQs, RCAF Station. *Downsview Ont:* Disher-Farrand Ltd, resurfacing sidewalks, Stanley Green Park, RCAF Station. *Leitrim Ont:* Frost Steel & Wire Co Ltd, installation of fence. *Picton Ont:* Quinte Roofing Ltd, re-roofing of various bldgs, Camp. *Shirley Bay* (*Ottawa*) *Ont:* Bruce (EDP) Services Ltd, installation of floating floor system. *Toronto Ont:* Flehmig Engineering, repairs to concrete floors, Armoury, 87 Richmond St E. *Portage la Prairie Man:* Cobbe's Plumbing & Heating Ltd, modifications to heating & ventilating system, RX/TX Bldg, RCAF Station. *Shilo Man:* Aetna Roofing Co Ltd, roof repairs, Military Camp. *Winnipeg Man:* Tallman Paving, asphalt road repairs & replacement of concrete curbs, Fort Osborne Barracks *Regina Sask:* Clark Roofing (Sask) Ltd, repairs to roofs on various bldgs; Wm Tomchuk, installation of attack warning sirens. *Saskatoon Sask:* H J Tubby & Son Ltd, installation of attack warning sirens. *Cold Lake Alta:* Poole Engineering (1958) Ltd, routing, cleaning & sealing cracks in runways, RCAF Station. *Comox B C:* Ed Sawchuk Contracting Co Ltd, renewal of log float, HMCS *Quadra*.

In addition, this Department awarded 73 contracts containing the General Fair Wages Clause.

(*Catering Services*)

Dundurn Sask: Canada Catering Co Ltd, catering at Camp. *Wainwright Alta:* Canada Catering Co Ltd, catering at Camp.

National Harbours Board

Montreal Que: Bedard-Girard Ltd, installation of centralized control system for elevator No 4 (Phase 1). *Vancouver B C:* Vancouver Pile Driving & Contracting Co Ltd, alterations & deepening of west berth, Jetty No 3.

Department of Northern Affairs and National Resources

Riding Mountain National Park Man: A W Homme Ltd, construction of workshop bldg; Maple Leaf Construction Ltd, repairs to roads & streets, Wasagaming Townsite. *Prince Albert National Park Sask:* Star Blacktop Ltd, asphalt spraying of streets & roads. *Elk Island National Park Alta:* Byrnes & Hall Construction Ltd, construction of stores bldg.

Post Office Department

This Department awarded one contract containing the General Fair Wages Clause.

Projects Assisted by Federal Loan or Grant

Burlington Ont: Russell Construction Ltd, construction of sewers, North Shore Blvd. *Chatham Ont:* The Foundation Co of Canada Ltd, construction of sewage treatment plant.

Department of Public Works

Clarenville Nfld: Avalon Construction & Engineering Ltd, construction of marine haulout & fitting-out wharf. *Portugal Cove Nfld:* H Drover & Co Ltd, wharf improvements. *L'Anse au Loup (Labr) Nfld:* Avalon Construction & Engineering Ltd, wharf repairs. *St John's Nfld:* McNamara Construction of Newfoundland Ltd, construction of seismograph vault. *Miminegash P E I:* L G & H M Smith Ltd, north pier repairs. *Parkers Cove N S:* Colin R MacDonald Ltd, wharf construction. *Pugwash N S:* A N Bayers Contracting Ltd, construction of RCMP detachment quarters. *Caraquet N B:* Comeau & Savoie Construction Ltd, installation of rubber fenders. *Chocolate Cove N B:* Fundy Contractors Ltd, wharf repairs. *Grande Aldouane N B:* Leo LeBlanc, wharf repairs. *St Martins N B:* J S Parker, wharf repairs. *St Olivier N B:* Gerard Johnson, wharf repairs. *Beauceville East Que:* Ernest Boulanger, construction of post office bldg. *Gaspe (Sandy Beach) Que:* Dimock & Albert, landing repairs & extension. *Miguasha Que:* Gaspe Construction Inc, wharf improvements. *Pointe Basse M I Que:* La Cie de Construction Arseneau, breakwater repairs. *St Vincent de Paul Que:* Secant Construction Co, reconstruction (Phase IV), Penitentiary. *Honey Harbour Ont:* Simcoe Dock & Dredging Ltd, wharf repairs. *Lac Ste Therese Ont:* Les Owens Construction Co Ltd, construction of wharf. *Millhaven Ont:* Bar-Way Marine Ltd, wharf reconstruction. *Moose Factory Ont:* North Star Plumbing Ltd, installation of electrical overhead distribution system. *Ottawa Ont:* Empire Maintenance Ltd, cleaning interior, etc, Jackson Bldg & Annex; Ottawa Iron Works Ltd, window repairs, Mortimer Bldg; Empire Maintenance Ltd, cleaning interior, etc, Citizenship Bldg; Empire Maintenance Ltd, cleaning interior, etc, Hunter Bldg; Sanco Ltd, cleaning interior, etc, Geological Bldg, 601 Booth St; Thomas Fuller Construction Co (1958) Ltd, construction of animal breeding bldg for N H & W, Tunney's Pasture; Planned Renovators Ltd, exterior redecoration, No 8 Temporary Bldg; John Shore Construction Ltd, construction of DVA records storage & NFB stills laboratory bldg. *Petawawa Ont:* Universal Electric, Division of Univex Electrical Construction & Enr Ltd, electrical & mechanical improvements & alterations, Forest Experimental Station. *Port Arthur Ont:* High & Heavy Rigging (Lakehead) Ltd, harbour improvements. *Spanish Ont:* G F Coles Construction Ltd, harbour improvements. *Stella (Amherst Itland) Ont:* George Crowe Construction, wharf reconstruction. *Toronto Ont:* Taylor Bros, construction and installation of laboratory fittings, Fisheries Inspection Branch Laboratory, Dominion Public Bldg; Taymouth Industries Ltd, alterations to metal partitions, MacKenzie Bldg. *Weston Ont:* Allied Building Services (1962) Ltd, cleaning interior of federal bldg. *Wheatley Ont:* Dean Construction Co Ltd, wall reconstruction. *Boissevain Man:* Central Construction Co Ltd, paving plaza area & renovations to canopies, Customs & Immigration Terminal. *Treherne Man:* Inter-City Building Industries Ltd, construction of RCMP detachment quarters. *Melfort Sask:* H J Tubby & Son Ltd, construction of RCMP detachment quarters. *Moose Jaw Sask:* Moose Jaw Heating & Plumbing Co Ltd, installation of air cooling system, federal bldg. *Shellbrook Sask:* Carl Wendel, cleaning interior of federal bldg. *Weyburn Sask:* Weyburn Builders & Supplies Ltd, construction of RCMP detachment quarters & garage. *Banff Alta:* Bird Construction Co Ltd, construction of stores bldg for N A & N R. *Del Bonita Alta:* Getkate Construction Ltd, construction of customs highway office & residence. *Fort MacLeod Alta:* Chronik Construction Ltd, construction of RCMP detachment quarters. *Alert Bay B C:* Pacific Piledriving Co Ltd, wharf repairs. *Bella Coola B C:* E S Willson Ltd, wharf & scow grid repairs. *Field B C:* Bird Construction Co Ltd, construction of RCMP detachment quarters & garage. *Ganges B C:* McKenzie Barge & Derrick Co Ltd, harbour improvements. *Lund B C:* Fraser River Pile Driving Co Ltd, float renewal. *Mission City B C:* T W P Thompson Ltd, construction of RCMP detachment quarters. *Oliver B C:* Alexander Faulds, cleaning interior, etc, federal bldg. *Princeton B C:* Walter Wasloff, construction of RCMP detachment quarters & garage. *White Rock B C:* Greenlees Piledriving Co Ltd, float renewal. *Hay River to Pine Point N W T:* Mannix Co Ltd, construction of Development Road. *Inuvik N W T:* Byrnes & Hall Construction Ltd, construction of houses. *Tuktoyaktuk N W T:* Poole Construction Co Ltd, construction of school for Dept of Northern Affairs & National Resources.

In addition, this Department awarded 54 contracts containing the General Fair Wages Clause.

The St. Lawrence Seaway Authority

Cornwall Ont: Frost Steel & Wire Co Ltd, supply & installation of chain link fence at Canal Yards.

Department of Transport

Gander Nfld: Allied Aviation Service Co of Nfld Ltd, cleaning of Air Terminal Bldg, Airport. *Halifax N S:* Bedard Girard Ltd, improvement of floodlighting, International Airport. *Montreal Que:* Dominion Landscape Construction Ltd, maintenance of horticultural grounds & interior plantings, International Airport. *Quebec Que:* Mercury Maintenance Services Ltd, cleaning of Air Terminal Bldg, International Airport. *Roberval Que:* John F Wickenden Co Ltd, construction of Aeradio Station & services. *Sept Iles Que:* Arno Electric Reg'd, installation of identification lights, runway 28 & isolating switchgear in power house, Airport. *Kenora Ont:* Towland Construction Ltd, construction aircraft parking apron, Airport. *Malton Ont:* Starnino Construction Ltd, construction of bridge No 3 (Phase 4), Toronto International Airport. *North Bay Ont:* Bedard Girard Ltd, installation of distribution system & entrance road & carpark lighting, Airport; Roy Beattie, installation of duct & pullpit system for power & communication circuits to new air terminal bldg. *Red Lake Ont:* Wilson's Welding Co, improvement to drainage on runway 07-25, Airport. *Toronto Ont:* Swansea Construction Co Ltd, installation of sewer line under new highway at Dixon Rd-Elmbank Rd, International Airport. *Lynn Lake Man:* Whelpton Electric Ltd, installation of approach lighting, Airport. *Winnipeg Man:* Maple Leaf Construction Ltd, area improvements around field office, International Airport; J Schettler Electric Ltd, installation of lighting for aircraft parking apron, International Airport. *Fort McMurray Alta:* Huber Electric Ltd, relocating field lighting facilities & related work, Air terminal Bldg, Airport. *Abbotsford B C:* Gilpin Construction Co Ltd, extension of runway 06-24 repairs to aprons, Airport. *Port Hardy B C:* McGinnis Construction Ltd, construction of instrument landing installation, Runway 10. *Quesnel B C:* K Moore & Co Ltd, installation of water supply main, reservoir & addition to pumphouse, Airport. *Cambridge Bay N W T:* Yukon Construction Co Ltd, construction of dwelling & related work. *Fort Good Hope N W T:* McGregor Telephone & Power Construction Co Ltd, rehabilitation of electrical distribution system & related work. *Whitehorse Y T:* Yukon Construction Co Ltd, construction of ILS installation & related work.

In addition, this Department awarded 15 contracts containing the General Fair Wages Clause.

Major Settlements in First Half, 1963

(*Continued from page 675*)

Two new agreements were concluded by manufacturers of metal containers in Quebec and Ontario. Negotiated by the CLC-chartered locals representing employees of American Can and Continental Can, the two-year contracts provide for a total general increase of 6 cents an hour, along with substantial employee benefits improvements that were characteristic of an earlier Continental Can settlement with the Steelworkers.

Eight major agreements were negotiated by telephone companies in the Maritime and Prairie Provinces. The majority of the telephone settlements provided for wage increases in the form of percentages or ranges with base rate increases amounting to 1 to 3 cents an hour in five one-year agreements, and 10 to 13 cents an hour over two years in two contracts.

Electric power companies negotiated three major agreements during the period, all granting annual wage increases of 3 per cent. In British Columbia, the B.C. Hydro and Power Authority signed two 28-month contracts, one that increases base rates of office workers represented by the Office Employees' International Union by 8 cents an hour, and the other granting a base rate increase of 12 cents an hour for operating employees represented by the I.B.E.W. In Alberta, Calgary Power and its subsidiary, Farm Electric Services, concluded a two-year agreement with the Calgary Power Employees' Association increasing base rates by 10 cents an hour during the life of the contract.

In the service sector, 31 major collective agreements were concluded during the first half of the year. Approximately two thirds of these settlements applied to employees of municipal governments and hospitals.

(*Continued on page 744*)

PRICES AND THE COST OF LIVING

Consumer Price Index, July 1963

The consumer price index (1949=100) rose 0.5 per cent, from 132.8 to 133.5, between June and July. The July index was 1.9 per cent above the July 1962 index of 131.0.*

The increase during the month resulted almost entirely from a 2.2-per-cent rise in the food index. The housing, clothing, health and personal care, and recreation and reading indexes were all down; the transportation, and tobacco and alcohol indexes were up 0.3 per cent.

The food index rose 2.2 per cent from 129.7 to 132.5. The rise reflected substantial price increases for beef, pork, veal, chicken and most fresh vegetables. Higher prices also were reported for bakery products, eggs, lamb, turkey, canned fruits and juices, grapefruit, soft drinks, chocolate bars, jam and evaporated milk.

Sugar prices declined moderately, the first decrease since prices started to rise in December 1962. Prices were lower also for powdered skim milk, oranges, bananas, strawberries and canned vegetables.

The housing index decreased 0.1 per cent, from 136.0 to 135.9. A decline in the household operation component offset a rise in the shelter component. In household operation, higher prices for appliances, furniture, floor coverings, utensils and equipment, and household services were more than balanced by a decline in the fuel index. This decline reflected a downward adjustment in domestic fuel oil prices to take into account the value of oil heating service contracts now offered free when oil is purchased. In shelter, both the rent and home-ownership indexes were at higher levels.

The clothing index declined 0.3 per cent, from 116.0 to 115.7, as lower prices occurred for men's, women's and children's wear and piece goods. Footwear prices were fractionally higher.

The transportation index rose 0.3 per cent, from 140.3 to 140.7, as new car prices showed strength in the late stages of the 1963 model year and gasoline prices were higher.

The health and personal care index declined 0.1 per cent, from 162.7 to 162.6. Minor price decreases occurred in the personal care component.

The recreation and reading index decreased 0.3 per cent, from 149.3 to 148.8. The reading component was unchanged but lower prices for bicycles, phonograph records, radios and portable television sets moved the recreation component.

The tobacco and alcohol index rose 0.3 per cent, from 117.8 to 118.2, as a result of the new Manitoba taxes on cigarettes and tobacco.

Group indexes in July 1962 were: food 127.0, housing 135.1, clothing 112.9, transportation 140.7, health and personal care 158.4, recreation and reading 147.8, tobacco and alcohol 117.9.

City Consumer Price Indexes, June 1963

Between May and June, consumer price indexes (1949=100) rose in all 10 regional cities.* Increases ranged from 0.2 per cent in Vancouver to 0.6 per cent in St. John's and Saint John.

Food indexes rose in all cities, from 1.0 per cent in Vancouver to 2.0 per cent in Ottawa. Housing indexes were higher in five cities, lower in three and unchanged in the other two. Indexes for clothing were up in all 10 cities. Transportation indexes registered increases in four cities, declines in four and showed no change in the remaining two. In the health and personal care component, four cities had higher indexes, four were unchanged and two declined slightly. Recreation and reading indexes were up in six cities, unchanged in three and down in one. There was no change in any of the tobacco and alcohol indexes.

Point changes between May and June in regional consumer price indexes were: Saint John+0.8 to 134.1; St. John's +0.7 to 120.0†; Halifax +0.7 to 132.0; Montreal +0.7 to 132.8; Ottawa +0.7 to 133.8; Winnipeg +0.7 to 130.1; Saskatoon-Regina +0.6 to 128.4; Edmonton-Calgary +0.5 to 127.6; Toronto +0.4 to 134.6; Vancouver +0.3 to 131.8.

Wholesale Price Index, June 1963

Canada's general wholesale index (1935-39=100) rose 0.6 per cent in June to 245.8 from 244.4 in May. The June index was up 2.3 per cent from last year's June index of 240.3.

Between May and June, six of the eight major groups increased, one decreased and one remained unchanged.

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* *See* Table F-1 p. 765.

* *See* Table F-2, p. 765.
†On base June 1951=100.

The animal products group index was 257.5 in June, up 2.0 per cent from the May index of 252.4. The vegetable products group index rose 0.9 per cent to 232.0 from 230.0, the wood products group index 0.2 per cent to 323.2 from 322.5, and the non-metallic minerals products group index 0.2 per cent to 188.6 from 188.3. The iron products group index edged up to 253.2 from 253.1 and the non-ferrous metals products group index to 196.9 from 196.7.

The textiles products group index declined 0.5 per cent to 248.2 from 249.4.

The chemical products group index was unchanged at 190.4.

The index of Canadian farm product prices (1935-39=100) moved up 2.0 per cent, from 224.9 to 229.3, in the three-week period ended June 21. The animal products index advanced 2.8 per cent to 283.6 and the field products index rose 0.7 per cent to 175.1.

The residential building materials price index (1935-39=100) increased 1.2 per cent in June to 302.9 from 299.4 in May. On the 1949 base it moved 1.2 per cent from 131.3 to 132.9. The non-residential building materials price index (1949=100) rose 0.5 per cent, to 134.3 from 133.6.

U.S. Consumer Price Index, June 1963

The United States consumer price index (1957-59=100) reached a new record high of 106.6 between mid-May and mid-June, a rise of 0.4 per cent over the May index of 106.2. In June 1962 the index was 105.3.

A 32-per-cent increase in sugar prices and a rise of more than 3 per cent in the cost of tobacco products largely accounted for the record high in June. Pork, apples, grapefruit and frozen and canned orange juice also rose in price. The home ownership component advanced 0.2 per cent.

British Index of Retail Prices, May 1963

The British index of retail prices (Jan. 16, 1962=100) declined nearly 0.1 per cent from 104.0 at mid-April to 103.9 at mid-May. At mid-May 1962 it was 102.2. The food group index dropped from 106.5 to 106.4. Seasonal reductions in coal lowered the fuel and light index to 103.2 from 106.8.

Publications Recently Received in Department of Labour Library

The publications listed below are not for sale by the Department of Labour. Persons wishing to purchase them should communicate with the publishers. Publications listed may be borrowed by making application to the Librarian, Department of Labour, Ottawa. Students must apply through the library of their institution. Applications for loans should give the number (numeral) of the publication desired and the month in which it was listed

List No. 178

Automation

1. AMERICAN ASSEMBLY. *Automation and Technological Change.* Edited by John T. Dunlop. Englewood Cliffs, N.J., Prentice-Hall, 1962. Pp. 184.

Partial Contents: The Impact of Technology: the Historic Debate, by Robert L. Heilbroner. Educational and Social Consequences, by Lee A. DuBridge. Psychological and Organizational Impacts, by Floyd C. Mann. Managerial Decisions, by Melvin Anshen. Collective Bargaining, by George W. Taylor. Employment, by Ewan Clague and Leon Greenberg. The Technology behind Productivity, by Francis Bello.

2. HARDIN, EINAR. *Automation, Education and the Shorter Work-Week.* East Lansing, School of Labor and Industrial Relations, Michigan State University, 1962. Pp. 98-119.

3. MATTHOFER, H. *Technological Change in the Metal Industries; a Survey of U.S. Technical Literature.* Paris, Organization for Economic Co-operation and Development, 1962. Pp. 120.

Contents: Automation: Only One Aspect of Technological Change in the Metal Industries. Working with New Materials. New Metal Forming Techniques. Working in New Environments. Research on Machining and Properties and Structure of Metals.

4. PHILIPSON, MORRIS H., Ed. *Automation: Implications for the Future.* New York, Vintage Books, 1962. Pp. 456. Paperback edition.

Partial Contents: The Challenge of "Industrial Revolution II," by Arthur J. Goldberg. Some Moral and Technical Consequences of Automation, by Norbert Wiener. The Promise of Automation, by Peter F. Drucker. Labor Relations and Employment Aspects after Ten Years [1962], by Everett M. Kassalow. Government by Computers? By David Bergamini. Leisure and Work, by Paul Goodman.

Economic Conditions

5. CONFERENCE ON FISCAL AND MONETARY POLICY, WASHINGTON, D.C., 1962. *Fiscal and Monetary Policy; Proceedings of a Conference sponsored by the President's Advisory Committee on Labor-Management Policy, November 14 and 15, 1962, Washington, D.C.* Washington, GPO, 1963. Pp. 108.

Contains (1) addresses by Walter M. Heller, Chairman of the Council of Economic Advisers; Willard Wirtz, Secretary of Labor; Douglas Dillon, Secretary of the Treasury; (2) a summation of round-table discussions; and (3) background papers on Recent Performance and the Present Outlook of the Economy, A Description of Four Budget Concepts, Fiscal Policy, and Monetary Policy.

6. INTERNATIONAL ECONOMIC ASSOCIATION. *Economic Development; the Second Congress of the International Economic Association held in Vienna from 30th August to 6th September, 1962. Reports of the Section Chairmen at the Final Plenary Session on Thursday, 6th September.* Paris, 1962. Pp. 19.

(The complete proceedings of this conference are to be published by Macmillan (London) and St. Martin's Press (New York) in 1964, according to notice received by Library, Department of Labour.)

7. MANITOBA. COMMITTEE ON MANITOBA'S ECONOMIC FUTURE. *Manitoba, 1962-1975; Report to the Government of Manitoba.* Winnipeg, 1963. 1 volume (various pagings). J. R. McMillan, Chairman.

The Committee on Manitoba's Economic Future, consisting of 42 Manitoba citizens, was set up "to study and investigate measures proposed for promoting and accelerating the growth and development of the economy of the Province or any sector thereof and for providing additional employment opportunities for the growing labour force in the Province" and to report on and make recommendations on their findings.

8. NATIONAL INDUSTRIAL CONFERENCE BOARD. *Business Outlook, 1963; a Discussion by the Conference Board Economic Forum and Guests held at . . . New York City, November 29, 1962.* New York, c1962. Pp. 111.

Some of the topics discussed in a business forecast for 1963 were cyclical indicators, consumption, investment in plant, equipment, and inventories, government spending, agriculture, balance of payments, finance, securities, and prices and wages.

Education

9. BURCHILL, GEORGE *W. Work-Study Programs for Alienated Youth, a Casebook.* Chicago, Science Research Associates, 1962. Pp. 286.

Describes ways in which "eight [U.S.] public school systems and one group of private individuals are combining classroom experience and job experience for certain youngsters to prevent them from becoming alienated from their society."

10. CANADIAN CONFERENCE ON EDUCATION. 2ND, MONTREAL, 1962. *The Second Canadian Conference on Education; a Report.* Edited by Fred W. Price. Toronto, University of Toronto Press, 1962. Pp. 409.

Some of the topics discussed: The professional status of teachers; the development of student potential; new developments in society; financing education; continuing education; science and mathematics in secondary schools; television as a teaching aid; programmed learning; and research in education.

11. WORLD CONFEDERATION OF ORGANIZATIONS OF THE TEACHING PROFESSION. *Education in a Technical Age; a Study developed by WCOTP Member Organizations and presented to the 11th Assembly of Delegates, Stockholm, 1962.* Washington, 1962. Pp. 130.

Member organizations of the WCOTP were asked to complete a questionnaire. This report is based on their answers.

Education, Vocational

12. GREAT BRITAIN. MINISTRY OF LABOUR. *Industrial Training: Government Proposals.* London, HMSO, 1962. Pp. [6].

Makes proposals that the British Government hopes will strengthen and improve the partnership between industry, the Government and education authorities in the provision of industrial training. The Minister of Labour proposes, among other things, that he be given statutory power to set up boards that would be responsible for all aspects of training in individual industries.

13. JONES, WALTER BENTON. *Vocational Teacher Education and Certification,* by Walter B. Jones and Harry C. Thayer. Paris, Organization for Economic Co-operation and Development, 1962. Pp. 79.

14. U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE. *Report to the Congress on Training Activities under the Manpower Development and Training Act.* Washington, GPO, 1963. Pp. 63, 24.

"A report and evaluation of trainees and training programs including the results of the vocational training survey, and a summary of the 1963 legislative proposals for vocational education."

15. U.S. DEPARTMENT OF LABOR. *Report to the Congress on Research and Training Activities in Accordance with Section 309 of the Manpower Development and Training Act.* Washington, GPO, 1963. Pp. 135.

Report prepared by the U.S. Office of Manpower, Automation and Training.

A report and evaluation of research, trainees, training programs, and training activities that summarize the progress made in implementing programs under the Act during the first half year of operations, from August 1962 to February 1963.

16. U.S. OFFICE OF MANPOWER, AUTOMATION AND TRAINING. *Manpower and Training: Trends, Outlook, Programs.* Washington, GPO, 1963. Pp. 26.

"This bulletin . . . reviews the background and current status of employment and unemployment in the United States, and the programs developed to help solve some of the problems faced by displaced workers as a result of recent rapid changes in the structure of the economy."

17. U.S. PRESIDENT. *Manpower Report of the President and a Report on Manpower Requirements, Resources, Utilization, and Training, by the U.S. Dept. of Labor, trans-*

mitted to the Congress, March 1963. Washington, GPO, 1963. Pp. 204.

Report of the Dept. of Labor prepared under the supervision and co-ordination of its Office of Manpower, Automation and Training.

18. VENABLES, PERCY FREDERICK RONALD. *The Smaller Firm and Technical Education*, by P. F. R. Venables and W. J. Williams. London, Max Parrish, 1961. Pp. 223.

Discusses how technical colleges can assist firms in training their employees.

Industrial Relations

19. CONFERENCE ON LABOR, NEW YORK UNIVERSITY. 15TH, 1962. *Proceedings*. Albany, Matthew Bender & Co., 1962. Pp. 419.

Some of the topics discussed in this book are the Labor-Management Reporting and Disclosure Act of 1959 and its administration, the problem of jurisdictional disputes, current issues in arbitration and arbitration law in the U.S., and pension and welfare funds.

20. INDUSTRIAL RELATIONS CONFERENCE (MICHIGAN). 8TH, MICHIGAN STATE UNIVERSITY, 1962. *The Proper Climate for Labor Relations. [Proceedings of] Eighth Annual Industrial Relations Conference, April 18-19, 1962*. Edited by Albert A. Blum. [East Lansing, School of Labor and Industrial Relations, Michigan State University, 1962?]. Pp. 103.

Conference sponsored by Institute of Labor and Industrial Relations, the University of Michigan-Wayne State University, and the Section on Labor Relations Law of the State Bar of Michigan.

Speakers representing industry, labour, government and universities discuss "such subjects as unemployment, the impact of automation, the labor relations philosophy of the Kennedy Administration, and the public interest in labor disputes."

21. INDUSTRIAL RELATIONS COUNSELORS, INC. *Behavioral Science Research in Industrial Relations. Papers presented at a Symposium conducted by Industrial Relations Counselors, Inc., held at Tarrytown, New York, April 26-27, 1962*. New York, 1962. Pp. 177.

Contents: Basic Needs and Satisfactions of Individuals. Behavior of Executives within the Organization. New Concepts in Work Group Theory. Staffing and Developing the Organization. Measurement in the Selection and Development Process. Motivation and Productivity in Industry.

22. INDUSTRIAL RELATIONS RESEARCH ASSOCIATION. *The International Scene; Proceedings of the Spring Meeting, Philadelphia, Pennsylvania, May 8-9, 1962*. Madison, Wis., 1962. Pp. 479-595.

Contains talks on labour movements in Japan, Latin America, Africa, Puerto Rico, Italy, Israel, and on the International Labour Organization, etc.

Labour Laws and Legislation

23. CANADA. DEPARTMENT OF LABOUR. LEGISLATION BRANCH. *Provincial Labour Standards concerning Child Labour, Holiday, Hours of Work, Minimum Wages, Equal Pay for Equal Work, Workmen's Compensation, Fair Employment Practices and Weekly Rest-Day*. December, 1962. Ottawa, Queen's Printer, 1963. Pp. 34.

24. CANADA. DEPARTMENT OF LABOUR. LEGISLATION BRANCH. *Workmen's Compensation in Canada; a Comparison of Provincial Laws*. October 1962. Ottawa, Queen's Printer, 1963. Pp. 45.

25. GRUNFELD, CYRIL. *Trade Unions and the Individual in English Law; a Study of Recent Developments*. London, Institute of Personnel Management, 1963. Pp. 60.

26. NOVA SCOTIA. HOUSE OF ASSEMBLY. SELECT COMMITTEE ON LABOUR LEGISLATION. *Report*. March 19, 1963. Halifax, 1963. Pp. 27.

This Committee was set up to consider labour legislation in Nova Scotia and elsewhere; to receive and consider the report made by Judge A. H. McKinnon, as a Fact-Finding Body set up to examine the question of labour legislation; to hear and consider representation from interested persons and groups; and to recommend, if necessary, amendments to the Trade Union Act of Nova Scotia.

27. SLOVENKO, RALPH, Ed. *Symposium on LMRDA; the Labor-Management Reporting and Disclosure Act of 1959*. Baton Rouge, La., Claitor's Bookstore, 1961. Pp. 1259.

Besides articles on the Labor-Management Reporting and Disclosure Act of 1959, there are articles on strikes, boycotts and picketing.

Labour Organization

28. INTERNATIONAL CHEMICAL WORKERS UNION. *Proceedings of the 18th Constitutional Convention, Las Vegas, Nevada, October 15-19, 1962*. Akron, [1962?]. Pp. 404.

29. INTERNATIONAL LADIES' GARMENT WORKERS' UNION. EDUCATIONAL DEPARTMENT. *Equal Opportunity Union Made*. New York [1962?]. Pp. 71.

A brief description of some of the acttitvities of the ILGWU.

30. TRANSPORT AND GENERAL WORKERS' UNION. *Home Study Course*. Pt. 1-6. London, 1961-1962. 6 parts.

Contents: Pt. 1. The Background of the Union. Pt. 2. The Structure and Government of the Union. Pt. 3. Union Services to the Members. Pt. 4. The Trade Groups. Pt. 5. The Industrial Function of the Union. Pt. 6. The Union and the State.

31. U.S. BUREAU OF LABOR STATISTICS. *Unaffiliated Local and Single-Employer Unions in the United States, 1961*. Washington, GPO, 1962. Pp. 8.

An examination of unaffiliated unions confined to a single employer or to a single State. This study is based on reports to the Bureau

of Labor Statistics from 1,277 such unions, and contains information on size and composition, distribution by industry, collective bargaining, and associations of independent unions.

Labouring Classes

32. GARBARINO, JOSEPH WILLIAM. *Wage Policy and Long-Term Contracts.* Washington, Brookings Institution, 1962. Pp. 145.

An examination of labour contracts that allow for adjustment of wages during the life of the contract. Special attention is given to the wage formula used in the 1948 agreement between General Motors Corporation and the United Automobile Workers.

33. INTERNATIONAL SEMINAR ON EMPLOYMENT FORECASTING TECHNIQUES, BRUSSELS, 1962. *Employment Forecasting; Final Report, International Seminar on Employment Forecasting Techniques . . . Brussels, 4th-7th June, 1962.* Paris, Organization for Economic Co-operation and Development, 1963. Pp. 112.

Contents: Employment Forecasting and Planning, by Jan Tinbergen. Long-Term Employment Forecasting, Some Problems with Special Reference to Current Organization and Methods in Sweden, by Sten-Olof Döös. Employment Forecasting in France, by Jean Fourastie. Employment Forecasting Techniques in the Netherlands, by P. deWolff.

34. PALMER, GLADYS L. *The Reluctant Job Changer; Studies in Work Attachments and Aspirations,* by Gladys L. Palmer [and others]. Philadelphia, University of Pennsylvania Press, 1962. Pp. 225.

Contents: Workers and their Jobs. Attachments to Occupation and to Company. Workers' Attitudes to Job Changing: the Effect of Private Pension Plans. Trends in the Character of Work Attachments among Philadelphia Toolmakers. Class Concepts, Aspirations, and Vertical Mobility. What keeps Men in Jobs and Occupations.

35. U.S. BUREAU OF LABOR STANDARDS. *Commuting to Farm Jobs; the Day-Haul Program, Suggested Standards and Practices.* Washington, GPO, 1962. Pp. 21.

This pamphlet suggests standards that will improve the working conditions and increase the efficiency of seasonal farm workers who commute to farm jobs from nearby population centres.

Occupations

36. CANADA. DEPARTMENT OF LABOUR. *An Analysis of the Machinist's Trade.* Rev. ed. Prepared by a National Committee appointed by the Department of Labour. Ottawa, Queen's Printer, 1963. Pp. 183.

The analysis consists of two divisions: hand tools and procedures, and machine tools. The first division deals with the use of measuring devices, hand tools, layout procedure, maintenance, and heat treatment. The second division deals with the standard machine tools used in general machine shop work.

37. GREAT BRITAIN. CENTRAL YOUTH EMPLOYMENT EXECUTIVE. *Local Government Service.* 4th ed. London, HMSO, 1962. Pp. 52.

Tells something about the work of municipal employees in Great Britain.

38. NEW YORK (STATE). UNIVERSITY. DIVISION OF RESEARCH. *Industrial and Occupational Trends in New York State,* by Charles M. Armstrong, Associate Statistician. Albany, State Education Dept., 1954. Pp. 33.

39. U.S. BUREAU OF LABOR STANDARDS. *Design for Community Action; How to mobilize Community Resources to help Youth enter the World of Work, 1962.* Washington, [GPO, 1961, i.e., 1962?]. Pp. 36.

Describes what some local communities are doing to help unemployed young people and how the U.S. Bureau of Labor Standards will work with the community to develop and promote local action programs to help young people make a successful transition from school to work.

Older Workers

40. NEW YORK (STATE). LEGISLATURE. JOINT COMMITTEE ON PROBLEMS OF THE AGING. [*Minutes of a*] *Public Hearing held at Albany, N.Y., February 10, 1959.* Rochester, Erb & O'Neill Reporting Co. [1959?]. Pp. 48.

41. U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE. SPECIAL STAFF ON AGING. *A Vocational Counseling Program for Older Workers,* by Paul A. Wilson. Washington, GPO, 1961. Pp. 22.

42. U.S. DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE. SPECIAL STAFF ON AGING. *A Vocational Training and Placement Program for Older Workers,* by Fannie B. Beard. Washington, GPO, 1961. Pp. 10.

Pensions

43. COMMERCE CLEARING HOUSE CANADIAN LIMITED. *Ontario Portable Pension Plan Legislation.* Don Mills, Ont., c1963. Pp. 37.

44. MERCER, WILLIAM MANSON. *Canadian Handbook of Pension and Welfare Plans.* 2d ed., 1959. Toronto, CCH Canadian Limited, 1959. Pp. 416.

45. ONTARIO. COMMITTEE ON PORTABLE PENSIONS. *Public Hearings, Parliament Buildings, Toronto, Ontario, Thursday, September 20-Tuesday, September 25, 1962.* [Toronto, 1962?]. 4 volumes. Prof. D. C. MacGregor and G. E. Gathercole, Joint Chairmen.

Professions

46. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *Employment and Earnings in the Scientific and Technical Professions, 1959-1961.* Ottawa, Queen's Printer, 1962. Pp. 31.

Information in tabular form is provided showing median annual earnings, by six factors: educational level, age group, years from bachelor graduation, type of employer, region of employment and work function. Also, the median monthly starting salaries by undergraduate course, by type of employer, for 1962 bachelor graduates, are given.

47. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *Employment Outlook for Professional Personnel in Scientific and Technical Fields, 1962-1964.* Ottawa, Queen's Printer, 1963. Pp. 31.

"This report deals primarily with the current employment situation and future trends in requirements for engineers, natural scientists and selected fields of social scientists. The information in the report results from a survey conducted in 1962."

48. CANADA. DEPARTMENT OF LABOUR. ECONOMICS AND RESEARCH BRANCH. *The 1962 Survey of Employment and Requirements for Engineering and Scientific Manpower.* Ottawa, 1962. Pp. [8]. First in the new Professional Manpower Bulletin Series.

49. ORGANIZATION FOR ECONOMIC CO-OPERATION AND DEVELOPMENT. *Scientific Research and Education for the Future; International Cooperation in Research.* Paris, 1962. Pp. 36.

50. U.S. NATIONAL SCIENCE FOUNDATION. *American Science Manpower 1960; a Report of the National Register of Scientific and Technical Personnel.* Washington, GPO, 1962. Pp. 105.

Presents information on economic and professional characteristics of over 200,000 American scientists. Information is supplied about education, employment, salaries, geographic location, foreign language proficiency, and scientific and technical subfields.

51. U.S. NATIONAL SCIENCE FOUNDATION. *Scientific and Technical Personnel in the Federal Government, 1959 and 1960.* Washington, GPO, 1962. Pp. 79.

Provides information about scientific, engineering and health personnel, professional and nonprofessional, in the U.S. federal government. Detailed tables provide a breakdown by type of scientist, engineer, and health personnel, and their total number for the years 1954, and 1957 to 1960 inclusive, as well as a breakdown by employing agency, geographical area of employment, sex, U.S. civil service grade level, etc.

52. U.S. PRESIDENT'S SCIENCE ADVISORY COMMITTEE. *Graduate Training in Engineering, Mathematics, and Physical Sciences; a Report.* Washington, GPO, 1962. Pp. 45.

Unemployment

53. U.S. BUREAU OF EMPLOYMENT SECURITY. *Family Characteristics of the Long-Term Unemployed; a Report on a Study of Claimants under the Temporary Extended Unemployment Compensation Program, 1961-1962. Combined Report on Surveys conducted in May and September 1961 and January 1962.* Part 5. Washington, GPO, 1963. Pp. 153.

"Deals with the family, personal, and economic characteristics of claimants who filed for benefits under the Temporary Extended Unemployment Compensation Act of 1961 in a survey week in May or September 1961, or January 1962."

54. UPJOHN INSTITUTE FOR COMMUNITY RESEARCH. *Public Works and Employment from the Local Government Point of View; a Report of the W.E. Upjohn Institute for Community Research,* [by] Eugene C. McKean [and] Harold C. Taylor. Chicago, Public Administration Service, 1955. Pp. 274.

This book deals with the relationship of public works programs to the problem of alternating booms and depressions.

55. UPJOHN INSTITUTE FOR COMMUNITY RESEARCH. *Unemployment and Relief from the Local Government Point of View; a Report of the W.E. Upjohn Institute for Community Research,* [by] Samuel V. Bennett. Chicago, Public Administration Service, 1955 [c1956]. Pp. 273.

Deals with various means of supplying relief to the unemployed, such as work relief programs, public welfare, etc., and the ways of financing the relief. Experience with unemployment relief in the U.S. during the 1930's is examined.

Wages and Hours

The following seven publications were prepared by the U.S. Bureau of Labor Statistics and were published in Washington in 1962 and 1963 by the Government Printing Office.

56. *Employee Earnings at Retail Automotive Dealers and in Gasoline Service Stations, June 1961; Motor Vehicle Dealers (New and Used Cars); Gasoline Service Stations.* Pp. 61.

57. *Employee Earnings at Retail Building Materials, Hardware, and Farm Equipment Dealers, June 1961.* Pp. 25.

58. *Employee Earnings in Miscellaneous Retail Stores, June 1691; Drug Stores and Proprietary Stores.* Pp. 43.

59. *Employee Earnings in Retail Apparel and Accessory Stores, June 1691; Men's and Boy's Clothing and Furnishings Stores; Women's Ready-to-wear Stores; Shoe Stores.* Pp. 63.

60. *Employee Earnings in Retail Food Stores, June 1961; Grocery Stores.* Pp. 43.

61. *Employee Earnings in Retail Furniture, Home Furnishings, and Household Appliance Stores, June 1961; Furniture, Home Furnishings, and Equipment Stores; Household Appliance Stores.* Pp. 61.

62. *Employe Earnings in Retail General Merchandise Stores, June 1691; Department Stores; Limited Price Variety Stores.* Pp. 61.

Women

63. CANADA. WOMEN'S BUREAU. *Vocational and Technical Training for Girls at*

High School, Post High School and Trade School Levels of Education in Canada. Rev. ed. Ottawa, 1962. Pp. 96.

Outlines some courses suitable for girls in fields such as art, business, health and hospital occupations, home economics, technician, skilled trades, teacher, etc.

64. U.S. WOMEN'S BUREAU. *Equal-Pay Primer, Some Basic Questions.* Rev. 1963. Washington, GPO, 1963. Pp. 13.

65. U.S. WOMEN'S BUREAU. *Women in the Federal Service, 1939-1959.* Rev. ed. Washington, GPO, 1962. Pp. 21.

Partial Contents: Employment Trends. Job Locations. Employment Standards. Grades and Salaries. Variety of Occupational Opportunity: Clerical, Semiprofessional and Professional Occupations; Administrative Positions. [Statistical] Appendix.

Miscellaneous

66. CANADIAN TAX FOUNDATION. *Seventeenth Annual Report for the Year ending December 31st, 1962.* Toronto, 1963. Pp. 24.

67. CONFERENCE ON REHABILITATION CONCEPTS, UNIVERSITY OF PENNSYLVANIA, 1962. *Proceedings, Conference on Rehabilitation Concepts, held at University of Pennsylvania, Philadelphia, October 17-18, 1962.* Chicago, American Mutual Insurance Alliance [1962?]. Pp. 159. Sponsors: University of Pennsylvania [and] American Mutual Insurance Alliance.

68. HANSEN, PALLE. *The Accounting Concept of Profit: an Analysis and Evaluation in the Light of the Economic Theory of Income and Capital.* Copenhagen, Einar Harcks; Amsterdam, North-Holland Pub. Co., 1962. Pp. 142.

69. LABOUR-MANAGEMENT-GOVERNMENT MISSION TO EUROPE. *Report to the National Productivity Council.* [Ottawa? National Productivity Council, 1963?]. Pp. 47. James A. Roberts, Leader of the Mission.

The Mission made a survey of several European countries during July and August 1962 to see what these countries were doing to foster employment and to achieve social and economic advancement.

70. OSTRY, BERNARD. *Research in the Humanities and in the Social Sciences in Canada; a Report of the First Annual Survey of Canadian Research Problems and Needs in These Fields.* Ottawa, Published for the Humanities Research Council of Canada and the Social Science Research Council of Canada, 1962. Pp. 55.

In English and French, the latter inverted and with special title page.

71. U.S. BUREAU OF LABOR STATISTICS. *Prices: a Chartbook, 1953-62.* Washington, GPO, 1963. Pp. 207.

"Presents a comprehensive graphic analysis of significant price trends. Historical and current statistics are organized in such a way as to show meaningful relationships among price index series and between prices and pertinent economic indicators." Reviews price developments between 1953 and 1962 and shows the developments, using charts.

72. WESCHLER, IRVING R., Ed. *Issues in Human Relations Training.* [Edited by Irving R. Weschler and Edgar H. Scheim], Memorial issue. Washington, National Training Laboratories, National Education Association, 1962. Pp. 121.

Major Settlements in First Half, 1963

(*Continued from page 737*)

More than 19,000 inside and outside workers engaged in municipal services are covered by 12 major agreements. Eight of these agreements, signed by the cities of Quebec, Montreal and Calgary and the District of Burnaby, are for a term of two years; half of the base-rate increases in the contracts range from 10 to 14 cents an hour.

Four major one-year agreements also were signed during the period, one by the city of Edmonton and three by the city of Vancouver. The agreement with the city of Edmonton provides for a general wage increase of 9 cents an hour for outside personnel; the contracts with the city of Vancouver include wage increases of 5 to 6 cents an hour in base rates for inside and outside workers and police officers.

During the period, eight major agreements were signed with hospitals. Two of the settlements grant wage increases of 5 to 7 cents an hour on base rates. Two other one-year contracts resulted from arbitration awards; these provided for base-rate increases of 15 to 16 cents an hour at 11 hospitals in Montreal.

The other hospital agreements are for a term of two years. Base rates were increased in agreements at the St. Boniface General Hospital in Manitoba, Calgary General Hospital and Saskatchewan provincial hospitals; the increases ranged from 7 to 11 cents an hour. In Quebec, hospitals in Three Rivers, Cap-de-la-Madeleine, La Tuque and Shawinigan signed a new agreement with the Service Employees' Federation. Under this agreement, base rates will be increased by 30 cents an hour over a two-year period.

LABOUR STATISTICS

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A—Labour Force

TABLE A-1—REGIONAL DISTRIBUTION, WEEK ENDED JULY 20, 1963

(estimates in thousands)

Source: DBS Labour Force Survey

—	Canada	Atlantic Region	Quebec	Ontario	Prairie Region	British Columbia
The Labour Force	7,035	632	1,978	2,548	1,236	641
Men	5,111	480	1,455	1,821	895	460
Women	1,924	152	523	727	341	181
14—19 years	897	87	271	304	163	72
20–24 years	893	92	298	282	152	69
25—44 years	3,016	253	853	1,117	514	279
45—64 years	2,019	182	505	764	363	205
65 years and over	210	18	51	81	44	16
Employed	6,742	597	1,866	2,467	1,206	606
Men	4,880	449	1,364	1,761	871	435
Women	1,862	148	502	706	335	171
Agriculture	775	40	153	208	346	28
Non-agriculture	5,967	557	1,713	2,259	860	578
Paid Workers	5,497	493	1,574	2,104	798	528
Men	3,853	359	1,119	1,464	537	374
Women	1,644	134	455	640	261	154
Unemployed	293	35	112	81	30	35
Men	231	31	91	60	24	25
Women	62	*	21	21	*	10
Persons not in the Labour Force	5,443	630	1,611	1,802	887	513
Men	1,087	149	314	323	178	123
Women	4,356	481	1,297	1,479	709	390

*Less than 10,000.

TABLE A-2—AGE, SEX AND MARITAL STATUS, WEEK ENDED JULY 20, 1963, CANADA

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	Total	14–19 years all persons	20–64 years				65 years and over all persons
			Men		Women		
			Married	Other	Married	Other	
Population 14 years of age and over[1]	12,478	1,914	3,603	989	3,715	918	1,339
Labour force	7,035	897	3,494	901	896	637	210
Employed	6,742	804	3,398	835	883	618	204
Unemployed	293	93	96	66	13	19	*
Not in labour force	5,443	1,017	109	88	2,819	281	1,129
Participation rate[2]							
1963, July 20	56.4	46.9	97.0	91.1	24.1	69.4	15.7
June 22	54.9	36.6	97.1	90.4	24.4	69.7	15.6
Unemployment rate[3]							
1963, July 20	4.2	10.4	2.7	7.3	1.5	3.0	*
June 22	4.4	15.5	2.9	7.8	1.7	2.5	*

[1]Excludes inmates of institutions, members of the armed services, Indians living on reserves and residents of the Yukon and Northwest Territories.

[2]The labour force as a percentage of the population 14 years of age and over.

[3]The unemployed as a percentage of the labour force.

*Less than 10,000.

TABLE A-3—UNEMPLOYED, WEEK ENDED JULY 20, 1963

(estimates in thousands)

SOURCE: DBS Labour Force Survey

—	July 1963	June 1963	July 1962
Total unemployed	293	304	308
On temporary layoff up to 30 days	15	10	16
Without work and seeking work	278	294	292
Seeking full-time work	258	271	268
Seeking part-time work	20	23	24
Seeking under 1 month	92	109	92
Seeking 1–3 months	94	76	101
Seeking 4–6 months	33	46	37
Seeking more than 6 months	59	63	62

B—Labour Income

TABLE B-1—ESTIMATES OF LABOUR INCOME, BY INDUSTRY

NOTE: Monthly and quarterly figures may not add to annual totals because of rounding.

($ Millions)

SOURCE: Dominion Bureau of Statistics

Year and Month	Monthly Totals			Quarterly Totals[1]						
	Mining	Manufacturing	Transportation, Storage and Communication[2]	Forestry	Construction	Public utilities	Trade	Finance Services (including Government)	Supplementary Labour income	Totals[3]
1958—Total	527	4,823	1,685	270	1,317	307	2,360	4,303	727	16,521
1959—Total	552	5,096	1,785	288	1,279	332	2,528	4,652	743	17,459
1960—Total	560	5,246	1,810	326	1,214	348	2,640	5,099	795	18,251
1961—Total	554	5,404	1,861	285	1,224	362	2,740	5,596	824	19,068
1962—Total	570	5,808	1,910	306	1,326	384	2,884	6,079	867	20,359
1962—										
May	47.7	487.0	160.2	65.7	332.2	94.6	718.0	1,534.6	216.0	1,703.0
June	49.0	497.6	161.5							1,753.3
July	49.4	490.4	165.6							1,738.0
August	49.1	496.1	166.8	85.8	403.5	99.6	726.5	1,518.9	220.1	1,753.5
September	48.5	503.9	164.3							1,780.5
October	47.9	498.9	165.2							1,764.8
November	47.6	495.2	162.0	86.1	336.0	99.5	750.6	1,556.8	221.4	1,743.0
December	46.6	481.5	157.1							1,692.5
1963—										
January	47.5	484.4	157.7							1,699.4
February	47.8	488.7	157.6	68.0	272.8	97.2	731.9	1,603.0	222.1	1,699.8
March	47.0	493.9*	156.3							1,714.1*
April*	46.7	503.2	160.7							1,746.8
May†	48.0	513.9	165.6							1,805.2

Seasonally Adjusted

1958—Total	527	4,823	1,685	270	1,317	307	2,360	4,303	727	16,521
1959—Total	552	5,096	1,785	288	1,279	332	2,528	4,652	743	17,459
1960—Total	560	5,246	1,810	326	1,214	348	2,640	5,099	795	18,251
1961—Total	554	5,404	1,861	285	1,224	362	2,740	5,596	824	19,068
1962—Total	570	5,808	1,910	306	1,326	384	2,884	6,079	867	20,359
1962—										
May	47.7	483.1	159.4	75.2	333.4	94.8	718.3	1,507.4	215.7	1,691.7
June	48.0	484.3	156.7							1,694.6
July	48.4	486.4	158.1							1,703.6
August	48.1	487.3	159.7	79.3	332.5	97.0	724.9	1,532.4	218.2	1,709.2
September	47.8	489.8	159.0							1,712.8
October	47.6	491.5	161.9							1,722.8
November	47.4	494.3	160.6	74.0	334.8	99.4	733.6	1,558.6	220.4	1,728.7
December	46.8	494.3	160.4							1,730.1
1963—										
January	48.1	499.5	164.4							1,771.4
February	48.7	500.6	164.6	77.4	348.4	99.8	751.7	1,615.7	225.4*	1,768.8
March	47.6	503.3*	164.8							1,777.9*
April*	48.6	508.7	165.9							1,789.8
May†	47.9	509.7	164.7							1,791.9

[1] Quarterly figures are entered opposite the middle month of the quarter but represent quarterly totals.

[2] Includes post office wages and salaries.

[3] Figures in this column are for total labour income, Canada, but are not totals of the figures in the remaining columns of this table, as figures for labour income in Agriculture, Fishing and Trapping are not shown.

*Revised.

†Preliminary.

C—Employment, Hours and Earnings

Tables C-1 to C-3 are based on reports from employers having 15 or more employees; at May 1963 employers in the principal non-agricultural industries reported a total employment of 2,944,508. Tables C-4 and C-5 are based on reports from a somewhat smaller number of firms than Tables C-1 to C-3. They relate only to wage-earners for whom statistics of hours of work are also available whereas Tables C-1 to C-3 relate to salaried employees as well as to all wage-earners in the reporting firms.

TABLE C-1—EMPLOYMENT, PAYROLLS AND WEEKLY WAGES AND SALARIES

SOURCE: *Employment and Payrolls*, DBS

Year and Month	Industrial Composite[1]			Manufacturing		
	Index Numbers (1949–100)		Average Weekly Wages and Salaries	Index Numbers (1949–100)		Average Weekly Wages and Salaries
	Employment	Average Weekly Wages and Salaries		Employment	Average Weekly Wages and Salaries	
Averages						
1957	122.6	158.1	67.93	115.8	159.1	69.94
1958	117.9	163.9	70.43	109.8	165.3	72.67
1959	119.7	171.0	73.47	111.1	172.5	75.84
1960	118.7	176.5	75.83	109.5	177.8	78.19
1961	118.1	181.8	78.11	108.9	183.6	80.73
1962—						
May	121.3	188.1	80.79	113.7	190.4	83.72
June	125.0	188.7	81.05	116.4	190.4	83.72
July	125.8	188.3	80.90	115.5	189.1	83.13
August	127.0	188.1	80.80	117.6	187.9	82.62
September	126.5	189.5	81.40	117.6	190.8	83.91
October	125.4	189.9	81.57	115.9	191.8	84.34
November	124.3	189.8	81.53	114.7	192.3	84.55
December	120.2	182.6	78.45	110.9	183.6	80.71
1963—						
January	117.8	190.6	81.80	111.6	193.5	85.09
February	117.4	192.9	82.87	112.2	194.2	85.41
March	117.7	193.1	82.96	112.8	195.5	85.95
April*	119.3	194.4	83.53	113.7	197.2	86.72
May†	123.4	194.8	83.67	116.2	197.3	86.74

[1]Includes (1) Forestry (chiefly logging), (2) Mining (including milling), quarrying and oil wells, (3) Manufacturing, (4) Construction, (5) Transportation, storage and communication, (6) Public utility operation, (7) Trade, (8) Finance, insurance and real estate and (9) Service (mainly hotels, restaurants, laundries, dry cleaning plants, business and recreational service).

*Revised.

†Preliminary.

TABLE C-2—AREA SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949=100) (The latest figures are subject to revision)

SOURCE: *Employment and Payrolls*, DBS

Area	Employment Index Numbers			Average Weekly Wages and Salaries		
	May 1963	Apr. 1963	May 1962	May 1963	Apr. 1963	May 1962
				$	$	$
Provinces						
Newfoundland	131.4	117.8	127.5	75.39	76.06	72.89
Prince Edward Island	136.2	112.3	141.6	60.14	62.25	59.35
Nova Scotia	93.5	88.9	97.1	68.44	69.22	66.25
New Brunswick	101.5	92.8	103.0	66.73	69.53	64.45
Quebec	121.9	118.3	120.5	81.42	81.19	78.42
Ontario	126.3	123.7	123.4	87.04	86.62	84.08
Manitoba	112.0	108.0	110.6	77.40	77.22	74.63
Saskatchewan	128.9	120.8	127.0	78.37	77.99	76.73
Alberta (including Northwest Territories)	160.1	149.8	157.4	33.54	83.33	81.64
British Columbia (including Yukon)	119.1	115.1	115.7	90.53	90.42	87.59
Canada	**123.4**	**119.3**	**121.3**	**83.65**	**83.53**	**80.79**
Urban areas						
St. John's	146.8	139.2	138.4	63.03	62.38	60.94
Sydney	82.6	80.5	80.8	83.12	83.67	82.04
Halifax	118.1	116.3	124.3	70.11	70.86	67.65
Moncton	103.6	99.8	107.0	63.89	63.53	61.96
Saint John	106.9	104.8	106.5	68.49	70.47	65.80
Chicoutimi—Jonquiere	107.1	105.7	108.2	101.20	102.72	97.82
Quebec	127.6	124.1	119.2	73.19	72.40	69.55
Sherbrooke	110.0	109.1	107.1	70.53	70.41	66.56
Shawinigan	100.8	98.1	104.2	94.25	91.92	86.54
Three Rivers	118.8	115.3	118.0	76.47	75.20	73.76
Drummondville	85.8	83.8	80.2	68.85	67.81	67.70
Montreal	128.5	127.2	127.3	83.38	82.55	80.51
Ottawa—Hull	136.9	132.8	135.0	77.40	77.06	75.41
Kingston	122.8	118.9	115.7	81.38	80.68	78.99
Peterborough	99.3	96.5	96.9	92.79	91.71	89.66
Oshawa	203.6	200.3	189.5	106.76	109.61	104.98
Toronto	141.1	139.1	137.0	87.68	86.92	84.39
Hamilton	117.4	115.8	114.2	92.76	92.59	90.46
St. Catharines	114.9	113.4	111.0	97.84	96.34	95.04
Niagara Falls	101.7	97.2	101.8	82.44	83.94	82.29
Brantford	88.3	87.4	82.0	81.07	81.57	75.83
Guelph	130.6	129.4	122.7	76.99	76.11	75.51
Galt	119.5	118.6	115.4	73.87	73.64	71.82
Kitchener	138.7	137.0	131.0	78.25	78.06	76.46
Sudbury	126.8	125.0	145.8	93.15	94.05	91.43
Timmins	88.4	87.6	90.4	74.39	74.79	73.10
London	142.6	139.2	137.3	79.14	78.55	76.57
Sarnia	136.2	130.4	134.9	107.94	108.95	104.32
Windsor	77.7	76.0	74.4	96.38	96.52	92.24
Sault Ste. Marie	148.8	148.1	150.9	106.17	104.75	101.73
Fort William—Port Arthur	110.3	106.3	107.9	84.01	81.28	82.21
Winnipeg	111.9	109.6	110.5	74.18	73.88	71.57
Regina	144.8	139.9	142.5	77.44	77.28	75.00
Saskatoon	145.5	137.1	140.8	73.76	72.24	72.64
Edmonton	206.3	197.1	203.7	78.59	78.66	76.23
Calgary	180.0	173.0	179.4	82.73	82.20	81.08
Vancouver	119.0	116.2	114.2	88.75	88.59	86.04
Victoria	116.7	115.1	115.8	81.74	82.35	79.97

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TABLE C-3—INDUSTRY SUMMARY OF EMPLOYMENT AND AVERAGE WEEKLY WAGES AND SALARIES

(1949=100) (The latest figures are subject to revision)

SOURCE: Employment and Payrolls, DBS

NOTE: Information for other industries is given in *Employment and Payrolls*

Industry	Employment			Average Weekly Wages and Salaries		
	May 1963	Apr. 1963	May 1962	May 1963	Apr. 1963	May 1962
				$	$	$
Mining	**113.5**	**109.9**	**117.8**	**101.88**	**102.48**	**98.59**
Metal mining	128.5	126.2	133.0	102.69	103.20	100.22
Gold	66.9	66.5	69.5	83.93	84.40	82.63
Other metal	185.7	181.6	192.0	108.96	109.60	106.14
Fuels	78.2	75.3	84.5	107.73	107.66	101.94
Coal	38.2	38.0	41.9	81.05	81.37	77.52
Oil and natural gas	241.1	227.6	253.8	124.98	125.56	118.09
Non-metal	149.9	138.1	147.2	89.83	91.26	86.30
Manufacturing	**116.2**	**113.7**	**113.7**	**86.74**	**86.72**	**83.72**
Durable goods	122.1	118.3	118.4	93.87	94.70	90.38
Non-durable goods	111.2	109.0	109.7	80.37	80.33	77.70
Food and beverages	116.1	107.9	115.5	70.19	77.05	74.15
Meat products	135.8	129.4	132.4	87.08	85.98	85.10
Canned and preserved fruits and vegetables	94.0	83.1	94.4	67.17	70.25	66.36
Grain mill products	94.0	93.6	100.1	85.63	84.16	83.40
Bread and other bakery products	112.1	109.2	111.4	72.51	71.04	70.82
Biscuits and crackers	94.4	92.9	95.9	68.15	66.03	64.28
Distilled and malt liquors	95.7	93.1	95.2	106.10	105.17	102.58
Tobacco and tobacco products	87.9	106.8	99.4	85.56	78.10	77.60
Rubber products	111.9	109.4	105.4	88.48	84.50	85.88
Leather products	87.0	88.4	87.4	56.62	57.25	54.58
Boots and shoes (except rubber)	93.1	95.0	94.1	54.17	55.11	51.87
Other leather products	75.8	76.4	75.1	62.08	62.06	60.68
Textile products (except clothing)	84.3	83.5	81.0	68.38	67.93	66.44
Cotton yarn and broad woven goods	72.7	72.9	73.4	64.75	63.56	62.51
Woollen goods	63.7	62.5	61.4	63.27	62.65	62.75
Synthetic textiles and silk	97.3	96.0	88.9	74.63	74.65	73.41
Clothing (textile and fur)	92.4	93.8	91.1	53.72	53.95	51.03
Men's clothing	97.7	98.5	94.7	52.78	52.20	49.32
Women's clothing	96.7	101.7	96.6	54.64	55.94	52.81
Knit goods	73.2	72.2	73.1	53.49	53.57	50.67
Wood products	109.8	103.8	108.1	73.64	73.60	70.75
Saw and planing mills	112.7	104.0	110.8	75.70	75.92	72.56
Furniture	117.5	117.0	114.3	71.26	70.94	69.13
Other wood products	80.5	76.8	82.8	65.73	65.55	62.95
Paper products	127.1	124.1	125.1	100.99	100.96	97.28
Pulp and paper mills	126.9	123.7	124.8	108.84	109.08	104.94
Other paper products	127.7	125.0	125.9	82.25	81.68	79.10
Printing, publishing and allied industries	126.2	125.6	126.7	93.76	93.84	91.46
Iron and steel products	115.4	113.3	109.7	98.76	98.36	95.92
Agricultural implements	74.2	74.9	62.6	106.26	105.88	98.31
Fabricated and structural steel	156.6	150.7	157.0	99.05	99.02	96.86
Hardware and tools	114.7	113.8	106.9	86.96	86.34	84.17
Heating and cooking appliances	103.0	101.6	102.5	83.43	82.57	80.34
Iron castings	102.4	98.0	94.6	94.59	92.51	90.12
Machinery, industrial	131.6	133.3	126.7	93.74	94.26	90.83
Primary iron and steel	131.7	129.2	125.7	114.08	113.80	112.84
Sheet metal products	118.7	115.0	115.5	95.96	95.69	93.62
Wire and wire products	116.7	115.5	112.7	97.54	97.03	95.50
Transportation equipment	117.5	116.5	115.3	102.98	103.31	97.85
Aircraft and parts	229.3	227.2	256.0	101.01	99.97	96.24
Motor vehicles	129.8	127.6	115.8	122.72	124.74	116.67
Motor vehicle parts and accessories	133.6	131.2	116.9	99.21	99.59	96.19
Railroad and rolling stock equipment	51.9	51.7	57.3	87.14	86.33	84.49
Shipbuilding and repairing	153.6	155.6	149.6	94.46	94.80	89.89
Non-ferrous metal products	125.8	123.7	125.4	97.02	97.74	94.37
Aluminum products	141.1	137.2	140.4	94.11	94.79	92.63
Brass and copper products	107.2	105.4	104.5	92.12	92.07	89.98
Smelting and refining	137.6	135.0	140.3	106.30	107.45	102.88
Electrical apparatus and supplies	155.3	152.8	147.1	91.07	90.73	89.16
Heavy electrical machinery	114.7	115.0	107.9	98.73	96.88	97.59
Telecommunication equipment	276.8	276.3	265.7	87.58	87.39	86.67
Non-metallic mineral products	155.0	145.9	151.2	91.67	90.39	88.48
Clay products	90.2	82.0	91.3	83.92	83.63	79.71
Glass and glass products	177.7	171.9	165.4	87.21	88.21	84.29
Products of petroleum and coal	142.8	130.3	141.1	126.67	127.59	121.46
Petroleum refining and products	145.2	142.0	143.6	127.79	128.61	122.47
Chemical products	137.4	135.6	135.8	101.21	102.20	98.39
Medicinal and pharmaceutical preparations	124.9	120.8	122.2	89.58	90.36	85.77
Acids, alkalis and salts	160.4	157.9	160.3	112.92	114.49	109.71
Other chemical products	134.9	133.2	133.6	100.49	101.38	98.14
Miscellaneous manufacturing industries	151.0	147.6	142.7	75.93	75.85	73.33
Construction	**125.8**	**112.4**	**127.5**	**90.38**	**89.05**	**85.21**
Building and general engineering	123.5	114.5	124.6	97.25	96.20	91.85
Highways, bridges and streets	129.6	110.5	131.9	79.59	76.97	74.97
Electric and motor transportation	144.2	141.8	137.8	88.58	87.56	85.64
Service	**164.3**	**158.8**	**157.7**	**59.03**	**59.16**	**57.09**
Hotels and restaurants	141.3	135.7	136.4	44.71	44.54	43.45
Laundries and dry cleaning plants	139.6	137.1	130.6	52.70	52.54	50.83
Industrial composite	**123.4**	**119.3**	**121.3**	**83.65**	**83.53**	**80.79**

TABLE C-4—HOURS AND EARNINGS IN MANUFACTURING, BY PROVINCE

(Hourly Rated Wage-Earners)

SOURCE: *Man-Hours and Hourly Earnings*, DBS

NOTE: Information on hours and earnings by cities is obtainable from *Man-Hours and Hourly Earnings*, DBS

(The latest figures are subject to revision)

	Average Hours Worked			Average Hourly Earnings*		
	May 1963	April 1963	May 1962	May 1963	April 1963	May 1962
				$	$	$
Newfoundland	42.7	42.5	40.8	1.62	1.69	1.70
Nova Scotia	41.6	41.2	41.9	1.67	1.72	1.65
New Brunswick	41.7	41.2	41.9	1.59	1.73	1.53
Quebec	41.8	41.7	41.7	1.75	1.75	1.70
Ontario	41.3	41.2	41.2	2.06	2.06	1.99
Manitoba	40.2	40.4	39.6	1.81	1.81	1.76
Saskatchewan	39.3	38.7	39.6	2.04	2.04	2.02
Alberta (includes Northwest Territories)	39.5	39.4	40.1	2.03	2.04	2.00
British Columbia (includes Yukon Territory)	38.2	38.0	38.1	2.35	2.37	2.27

*Includes shift differential, premium pay for overtime, pay for paid holidays, pay for paid sick leave if paid through payroll but not if paid under insurance plan, incentive bonus but not annual bonus.

TABLE C-5—HOURS AND EARNINGS, BY INDUSTRY

(Hourly-Rated Wage-Earners)

Source: *Man Hours and Hourly Earnings*, DBS

(The latest figures are subject to revision)

Industry	Average Weekly Hours			Average Hourly Earnings			Average Weekly Wages		
	May 1963	Apr. 1963	May 1962	May 1963	Apr. 1963	May 1962	May 1963	Apr. 1963	May 1962
				$	$	$	$	$	$
Mining	**42.2**	**42.2**	**42.2**	**2.23**	**2.23**	**2.17**	**93.85**	**93.90**	**91.72**
Metal mining	42.2	42.3	42.4	2.30	2.30	2.25	97.09	97.49	95.46
Gold	43.5	43.5	43.8	1.80	1.81	1.76	78.33	78.79	77.21
Other metal	41.7	41.9	41.9	2.49	2.49	2.44	103.95	104.39	102.04
Fuels	41.7	41.8	40.7	2.11	2.05	2.06	87.80	85.58	83.88
Coal	42.3	43.4	41.5	1.88	1.83	1.84	79.28	79.54	76.25
Oil and natural gas	40.6	38.2	39.1	2.56	2.60	2.51	103.86	99.28	98.26
Non-metal	42.6	42.0	43.1	2.04	2.07	1.96	86.95	87.06	84.41
Manufacturing	**41.1**	**41.0**	**41.0**	**1.95**	**1.95**	**1.89**	**80.26**	**80.05**	**77.51**
Durable goods	41.7	41.6	41.7	2.11	2.12	2.04	88.19	88.12	85.12
Non-durable goods	40.6	40.4	40.5	1.79	1.79	1.74	72.51	72.18	70.20
Food and beverages	41.1	40.5	41.4	1.70	1.73	1.64	69.66	70.06	68.02
Meat products	41.6	40.6	41.0	2.01	2.01	1.96	83.70	81.47	80.51
Canned and preserved fruits and vegetables	38.7	39.0	40.1	1.45	1.50	1.42	56.12	58.59	56.82
Grain mill products	43.0	42.2	42.9	1.86	1.83	1.85	79.92	77.33	79.17
Bread and other bakery products	41.5	40.8	42.3	1.61	1.60	1.52	66.97	65.11	64.48
Distilled liquors	40.6	40.2	40.6	2.27	2.27	2.18	92.04	91.53	88.35
Malt liquors	39.9	38.8	40.4	2.46	2.46	2.38	98.02	95.43	96.17
Tobacco and tobacco products	38.4	40.1	39.0	2.10	1.81	1.84	80.54	72.52	71.65
Rubber products	42.0	38.9	41.6	1.98	1.94	1.94	83.18	75.65	80.47
Leather products	39.2	39.9	38.9	1.32	1.31	1.27	51.56	52.24	49.55
Boots and shoes (except rubber)	38.6	39.6	38.4	1.31	1.27	1.23	50.48	50.31	47.09
Other leather products	40.3	40.5	40.0	1.41	1.40	1.38	56.74	56.67	55.23
Textile products (except clothing)	42.3	42.0	42.2	1.46	1.46	1.42	61.91	61.27	60.03
Cotton yarn and broad woven goods	40.5	39.5	40.1	1.49	1.49	1.45	60.26	58.82	58.16
Woollen goods	43.1	42.8	43.8	1.35	1.34	1.31	58.10	57.28	57.44
Synthetic textiles and silk	43.3	43.6	43.8	1.56	1.54	1.52	67.31	67.24	66.57
Clothing (textile and fur)	38.2	38.6	37.7	1.26	1.26	1.22	48.12	48.74	45.88
Men's clothing	37.9	38.3	37.2	1.26	1.25	1.21	47.65	47.88	45.03
Women's clothing	36.2	37.1	36.5	1.35	1.36	1.31	48.70	50.44	47.64
Knit goods	41.3	41.2	41.0	1.18	1.18	1.13	48.69	48.59	45.33
*Wood products	41.1	40.8	41.4	1.70	1.71	1.63	69.98	69.84	67.61
Saw and planing mills	40.3	39.9	40.7	1.82	1.83	1.74	73.13	73.19	70.82
Furniture	42.6	42.3	42.5	1.54	1.55	1.49	65.57	65.44	63.52
Other wood products	42.4	42.4	42.6	1.43	1.41	1.35	60.46	59.88	57.81
Paper products	41.7	41.6	41.2	2.28	2.28	2.22	95.15	94.98	91.47
Pulp and paper mills	41.8	41.8	41.3	2.46	2.46	2.39	102.67	102.78	98.80
Other paper products	41.4	41.3	41.0	1.81	1.80	1.75	75.13	74.21	71.92
Printing, publishing and allied industries	38.8	38.7	39.4	2.40	2.40	2.32	93.25	92.87	91.44
*Iron and steel products	41.7	41.6	41.7	2.26	2.25	2.20	94.14	93.57	91.62
Agricultural implements	42.1	42.1	41.2	2.38	2.38	2.21	100.12	100.03	91.07
Fabricated and structural steel	41.4	41.0	41.6	2.19	2.18	2.15	90.79	89.42	89.30
Hardware and tools	43.0	43.1	42.8	1.89	1.87	1.82	80.55	80.55	77.81
Heating and cooking appliances	40.0	38.9	40.2	1.89	1.90	1.86	75.54	73.83	74.56
Iron castings	42.4	42.0	42.0	2.14	2.11	2.06	90.53	88.71	86.48
Machinery, industrial	42.1	42.3	41.7	2.10	2.10	2.03	88.51	88.96	84.53
Primary iron and steel	41.1	41.1	41.5	2.69	2.67	2.64	100.31	109.65	109.66
Sheet metal products	41.7	41.5	41.9	2.18	2.17	2.14	90.91	90.02	89.53
Wire and wire products	42.3	42.0	42.3	2.17	2.18	2.14	91.94	91.68	90.43
*Transportation equipment	42.6	42.7	42.1	2.31	2.32	2.21	98.35	98.85	93.21
Aircraft and parts	41.4	40.8	41.1	2.22	2.19	2.13	91.79	89.44	87.67
Motor vehicles	45.5	46.1	45.3	2.59	2.62	2.48	117.83	120.88	112.55
Motor vehicle parts and accessories	42.5	42.8	42.5	2.24	2.24	2.15	95.13	95.95	91.48
Railroad and rolling stock equipment	39.9	39.6	39.5	2.14	2.15	2.09	85.35	84.96	82.33
Shipbuilding and repairing	41.7	41.9	41.3	2.25	2.25	2.15	93.82	94.16	88.65
*Non-ferrous metal products	40.8	41.1	40.7	2.21	2.21	2.16	90.18	90.87	88.01
Aluminum products	41.4	41.5	42.1	2.01	2.01	1.92	83.17	83.65	80.78
Brass and copper products	41.3	41.3	41.5	2.09	2.10	2.05	86.44	86.75	85.00
Smelting and refining	40.4	40.7	40.0	2.46	2.46	2.42	99.37	100.17	96.71
*Electrical apparatus and supplies	40.6	40.7	40.7	1.95	1.94	1.90	79.06	78.85	77.43
Heavy electrical machinery and equipment	40.9	40.1	41.1	2.19	2.17	2.14	89.63	87.01	87.81
Telecommunication equipment	40.0	40.1	40.4	1.74	1.73	1.74	69.76	69.55	70.26
Refrigerators, vacuum cleaners and appliances	39.9	40.6	40.3	2.03	2.04	1.93	80.87	82.85	77.78
Wire and cable	42.2	42.3	41.7	2.17	2.14	2.13	91.59	90.46	88.81
Miscellaneous electrical products	40.6	41.1	40.4	1.84	1.84	1.80	74.74	75.52	72.53
*Non-metallic mineral products	43.7	42.6	43.6	1.97	1.98	1.91	85.97	84.25	83.30
Clay products	42.8	42.1	42.9	1.80	1.82	1.73	77.13	76.80	74.16
Glass and glass products	41.4	41.7	41.1	1.98	2.00	1.91	82.04	83.22	78.49
Products of petroleum and coal	41.9	41.8	42.0	2.72	2.74	2.68	113.99	114.54	112.29
Petroleum refining and products	41.9	41.9	42.0	2.75	2.76	2.71	115.40	115.89	113.70
Chemical products	41.1	41.5	41.3	2.16	2.18	2.10	88.91	90.65	86.68
Medicinal and pharmaceutical preparations	39.6	40.2	39.9	1.69	1.69	1.62	66.81	67.93	64.42
Acids, alkalis and salts	40.6	41.4	41.0	2.50	2.51	2.41	101.53	104.02	98.68
Miscellaneous manufacturing industries	41.4	41.4	40.9	1.60	1.60	1.55	66.22	66.07	63.28
Professional and scientific equipment	40.5	40.9	40.5	1.95	1.95	1.85	78.86	79.65	74.88
Construction	**41.2**	**39.9**	**40.6**	**2.13**	**2.16**	**2.04**	**87.94**	**86.29**	**82.93**
Building and general engineering	40.6	39.9	39.8	2.32	2.34	2.24	94.42	93.32	88.94
Highways, bridges and streets	42.4	39.9	42.0	1.80	1.80	1.72	76.09	71.95	72.34
Electric and motor transportation	44.3	43.7	43.2	2.01	2.00	1.98	89.19	87.44	85.62
Service	**37.9**	**37.7**	**38.4**	**1.15**	**1.14**	**1.10**	**43.48**	**42.99**	**42.41**
Hotels and restaurants	37.5	37.1	38.2	1.11	1.10	1.07	41.49	40.93	40.81
Laundries and dry cleaning plants	40.8	40.8	40.5	1.08	1.08	1.05	44.08	44.10	42.57

*Durable manufactured goods industries.

TABLE C-6—EARNINGS AND HOURS OF HOURLY RATED WAGE EARNERS IN MANUFACTURING

SOURCE: *Man-Hours and Hourly Earnings*, DBS

Period	Hours Worked Per Week	Average Hourly Earnings	Average Weekly Wages	Index Number of Average Weekly Wages (1949=100)	
				Current Dollars	1949 Dollars
		$	$		
Monthly Average 1958	40.2	1.66	66.77	160.0	127.7
Monthly Average 1959	40.7	1.72	70.16	168.1	132.8
Monthly Average 1960	40.4	1.78	71.96	172.4	134.5
Monthly Average 1961	40.6	1.83	74.27	177.9	137.7
Monthly Average 1962	40.7	1.88	76.55	183.4	140.1
Last Pay Period in:					
1962 May	41.0	1.89	77.51	185.7	142.3
June	41.1	1.88	77.52	185.7	141.8
July	41.0	1.87	76.72	183.8	139.9
August	41.0	1.86	76.17	182.5	139.3
September	41.4	1.88	77.61	185.9	141.4
October	41.3	1.89	77.96	186.8	141.6
November	41.2	1.90	78.09	187.1	141.8
December*	37.3	1.94	72.34	173.3	131.3
1963 January	40.7	1.92	78.26	187.5	141.9
February	40.7	1.93	78.45	187.9	142.3
March	40.9	1.93	79.01	189.3	143.1
April*	41.0	1.95	80.05	191.8	145.0
May†	41.1	1.95	80.26	192.3	144.8

NOTE:—The index of average weekly wages in 1949 dollars is computed by dividing the index of average weekly wages in current dollars by the Consumer Price Index. For a more complete statement of uses and limitations of the adjusted figures see *Man-Hours and Hourly Earnings*.

*Revised.

†Preliminary.

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D—National Employment Service Statistics

Statistics presented in the following tables relate to registrations for employment and vacancies notified by employers at NES offices. These data are derived from reports prepared in National Employment Service offices and processed in the Unemployment Insurance Section, DBS. See also Technical Note, page 652, July.

TABLE D-1—UNFILLED VACANCIES AND REGISTRATIONS FOR EMPLOYMENT

(Source: National Employment Service, Unemployment Insurance Commission)

Period		Unfilled Vacancies*			Registrations for Employment		
		Male	Female	Total	Male	Female	Total
End of:							
July	1958	11,505	11,858	23,363	252,853	119,157	372,010
July	1959	14,235	14,317	28,552	185,527	106,965	292,492
July	1960	14,673	12,594	27,267	242,582	128,062	370,644
July	1961	15,880	14,732	30,612	246,016	117,993	364,009
July	1962	22,872	17,895	40,767	224,452	113,407	337,859
August	1962	21,214	21,256	42,470	198,639	96,606	295,245
September	1962	20,197	20,658	40,855	188,844	97,890	286,734
October	1962	20,137	17,399	37,536	232,316	105,488	337,804
November	1962	22,077	19,204	41,281	328,801	127,955	456,756
December	1962	14,281	13,638	27,919	473,575	137,429	611,004
January	1963	13,419	12,532	25,951	579,205	163,880	743,085
February	1963	13,412	13,930	27,342	591,207	163,864	755,071
March	1963	16,085	16,459	32,544	584,889	158,307	743,196
April	1963	24,675	20,458	45,133	502,327	149,907	652,234
May	1963	22,865	21,723	44,588	341,869	130,084	471,953
June	1963(a)	23,271	21,726	44,997	261,541	127,631	389,172
July	1963(a)	22,483	19,210	41,693	241,040	122,354	363,394

(a)Latest figures subject to revision.

*Current Vacancies only. Deferred Vacancies are excluded.

TABLE D-2—REGISTRATIONS RECEIVED, VACANCIES NOTIFIED AND PLACEMENTS EFFECTED DURING YEAR 1959-1962 AND DURING MONTH JUNE 1962 - JUNE 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Year and Month	Registrations Received		Vacancies Notified		Placements Effected	
	Male	Female	Male	Female	Male	Female
1959 Year	2,753,997	1,037,536	753,904	421,927	661,874	324,261
1960 Year	3,046,572	1,107,427	724,098	404,824	644,872	304,428
1961 Year	3,125,195	1,106,799	836,534	460,119	744,[illegible]	371,[illegible]72
1962 Year	3,177,423	1,171,111	1,010,365	544,795	897,245	438,471
1962—June	231,507	100,426	92,346	48,564	86,21[illegible]	39,253
July	251,979	114,963	97,147	56,[illegible]62	85,[illegible]99	45,523
August	246,921	104,366	102,784	63,552	89,[illegible]87	5[illegible],[illegible]65
September	229,755	99,476	96,217	5[illegible],[illegible]35	9[illegible],[illegible]53	42,[illegible]32
October	272,614	103,871	101,903	45,949	8[illegible],[illegible]49	3[illegible],[illegible]24
November	321,096	113,014	86,859	42,[illegible]35	7[illegible],957	3[illegible],481
December	338,121	94,533	58,258	40,479	57,541	30,903
1963—January	331,104	111,102	56,986	35,962	46,969	28,117
February	241,442	75,973	47,295	31,852	39,[illegible]74	25,755
March	209,852	73,346	54,127	36,[illegible]49	42,942	2[illegible],[illegible]49
April	210,392	81,258	77,524	39,145	58,[illegible]95	2[illegible],[illegible]78
May	215,307	90,643	100,332	45,[illegible]49	8[illegible],[illegible]74	32,272
June	214,097[1]	102,741[1]	81,217	49,961	70,852	40,315

[1] Preliminary.

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TABLE D-3—PLACEMENTS EFFECTED, BY INDUSTRY AND BY SEX, DURING JUNE 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Industry Group	Male	Female	Total	Change from June 1962
Agriculture, Fishing, Trapping	**14,031**	**12,476**	**26,507**	**+11,503**
Forestry	**3,890**	**31**	**3,921**	**— 2,120**
Mining, Quarrying and Oil Wells	**1,045**	**68**	**1,113**	**— 407**
Metal Mining	485	9	494	— 305
Fuels	215	29	244	+ 6
Non-Metal Mining	223	6	229	— 109
Quarrying, Clay and Sand Pits	63	4	67	— 14
Prospecting	59	20	79	+ 15
Manufacturing	**13,533**	**8,082**	**21,615**	**— 5,327**
Foods and Beverages	1,756	2,017	3,773	— 1,338
Tobacco and Tobacco Products	9	7	16	— 135
Rubber Products	150	46	196	— 55
Leather Products	197	436	633	— 134
Textile Products (except clothing)	505	443	948	— 120
Clothing (textile and fur)	421	1,908	2,329	— 371
Wood Products	1,977	211	2,188	— 347
Paper Products	929	336	1,265	— 302
Printing, Publishing and Allied Industries	469	453	922	— 176
Iron and Steel Products	2,623	381	3,004	— 1,155
Transportation Equipment	1,714	220	1,934	— 314
Non-Ferrous Metal Products	738	202	940	+ 80
Electrical Apparatus and Supplies	524	627	1,151	— 23
Non-Metallic Mineral Products	531	112	643	— 270
Products of Petroleum and Coal	60	15	75	— 32
Chemical Products	517	281	798	— 254
Miscellaneous Manufacturing Industries	413	387	800	— 381
Construction	**11,650**	**230**	**11,880**	**— 4,850**
General Contractors	7,777	155	7,932	— 3,665
Special Trade Contractors	3,873	75	3,948	— 1,185
Transportation, Storage and Communication	**5,382**	**394**	**5,776**	**— 3,701**
Transportation	4,723	227	4,950	— 3,544
Storage	328	44	372	— 40
Communication	331	123	454	— 117
Public Utility Operation	**290**	**73**	**363**	**— 289**
Trade	**7,716**	**4,403**	**12,119**	**— 2,956**
Wholesale	3,456	1,054	4,510	— 916
Retail	4,260	3,349	7,609	— 2,040
Finance, Insurance and Real Estate	**622**	**1,146**	**1,768**	**— 270**
Service	**12,693**	**13,412**	**26,105**	**— 5,887**
Community or Public Service	746	1,282	2,028	— 571
Government Service	4,337	1,288	5,625	— 1,328
Recreation Service	1,165	229	1,394	+ 380
Business Service	1,162	587	1,749	— 928
Personal Service	5,283	10,026	15,309	— 3,440
GRAND TOTAL	**70,852**	**40,315**	**111,167**	**—14,304**

TABLE D-4—REGISTRATIONS FOR EMPLOYMENT, BY OCCUPATION AND BY SEX, AS AT JUNE 28, 1963

(Preliminary)

(Source: National Employment Service, Unemployment Insurance Commission)

Occupational Group	Registrations for Employment		
	Male	Female	Total
Professional & Managerial Workers	9,302	2,158	11,460
Clerical Workers	20,190	47,297	67,487
Sales Workers	8,776	16,761	25,537
Personal & Domestic Service Workers	28,011	23,474	51,485
Seamen	943	1	944
Agriculture, Fishing, Forestry (Ex. log.)	6,083	955	7,038
Skilled and Semi-Skilled Workers	94,628	14,273	108,901
Food and kindred products (incl. tobacco)	951	445	1,396
Textiles, clothing, etc.	2,099	8,519	10,618
Lumber and lumber products	9,584	94	9,678
Pulp, paper (incl. printing)	986	385	1,371
Leather and leather products	943	951	1,894
Stone, clay & glass products	262	29	291
Metalworking	8,889	743	9,632
Electrical	1,961	849	2,810
Transportation equipment	661	33	694
Mining	2,075	.....	2,075
Construction	19,488	6	19,494
Transportation (except seamen)	19,001	94	19,095
Communications & public utility	586	2	588
Trade and service	4,514	1,220	5,734
Other skilled and semi-skilled	15,254	676	15,930
Foremen	1,963	219	2,182
Apprentices	5,411	8	5,419
Unskilled Workers	93,608	22,712	116,320
Food and tobacco	3,025	6,052	9,077
Lumber & lumber products	7,144	280	7,424
Metalworking	3,477	393	3,870
Construction	40,495	.....	40,495
Other unskilled workers	39,467	15,987	55,454
GRAND TOTAL	**261,541**	**127,631**	**389,172**

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT JUNE 28, 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Office	Registrations (1) June 28, 1963	Registrations Previous Year June 29, 1962
Newfoundland	**10,605**	**9,265**
Corner Brook	1,839	2,450
Grand Falls	827	619
St. John's	7,939	6,196
Prince Edward Island	**1,576**	**1,452**
Charlottetown	859	766
Summerside	717	686
Nova Scotia	**14,605**	**14,358**
Amherst	630	617
Bridgewater	555	510
Halifax	4,632	3,906
Inverness	157	333
Kentville	1,261	1,303
Liverpool	359	343
New Glasgow	1,757	1,858
Springhill	512	520
Sydney	2,667	2,756
Sydney Mines	496	845
Truro	841	728
Yarmouth	738	639
New Brunswick	**12,985**	**12,007**
Bathurst	1,014	953
Campbellton	823	1,191
Edmundston	657	846
Fredericton	1,592	1,157
Minto	439	445
Moncton (2)	2,946	2,538
Newcastle	1,135	958
Saint John	2,754	2,678
St. Stephen	881	570
Sussex	260	127
Woodstock	484	547
Quebec	**130,374**	**114,484**
Alma	1,688	1,759
Asbestos	337	310
Baie Comeau	340	494
Beauharnois	1,133	854
Buckingham	714	558
Causapscal	1,112	1,275
Chandler	1,107	1,143
Chicoutimi	2,200	2,259
Cowansville	293	372
Dolbeau	1,295	888
Drummondville	1,638	1,648
Farnham	498	541
Forestville	353	399
Gaspé	942	630
Granby	1,649	1,483
Hull	2,236	1,998
Joliette	4,039	2,156
Jonquière	2,546	2,617
Lachute	518	495
Lac Mégantic	561	510
La Malbaie	744	734
La Tuque	719	689
Lévis	1,699	1,553
Louiseville	573	578
Magog	444	948
Maniwaki	449	422
Matane	1,098	1,188
Mont-Laurier	453	469
Montmagny	810	877
Montréal	52,212	42,782
New Richmond	710	649
Port Alfred	845	733
Québec	9,730	8,897
Rimouski	1,694	2,257
Rivière du Loup	1,595	1,911
Roberval	1,327	1,124
Rouyn	2,528	2,313
Ste. Agathe des Monts	329	282
Ste. Anne de Bellevue	712	539
Ste. Thérèse	1,522	1,228
St. Hyacinthe	1,295	972
St. Jean	2,231	1,671
St. Jérôme	1,374	924
Sept-Iles	1,198	1,086
Shawinigan	2,730	2,906
Sherbrooke	3,859	3,603
Quebec—Concluded		
Sorel	1,186	830
Thetford Mines	1,408	1,153
Trois-Rivières	3,513	3,310
Val d'Or	1,611	1,493
Valleyfield	1,929	1,291
Victoriaville	1,270	1,161
Ville St. Georges	1,378	1,522
Ontario	**126,481**	**118,335**
Arnprior	219	223
Barrie	778	998
Belleville	1,385	1,433
Bracebridge	518	580
Brampton	1,163	868
Brantford	1,768	1,907
Brockville	425	483
Carleton Place	264	270
Chatham	2,185	2,521
Cobourg	675	657
Collingwood	440	365
Cornwall	2,345	2,443
Elliot Lake	306	396
Fort Erie	506	392
Fort Frances	273	330
Fort William	1,629	1,262
Galt	751	624
Gananoque	168	183
Goderich	289	316
Guelph	980	1,440
Hamilton	8,703	8,467
Hawkesbury	352	367
Kapuskasing	922	929
Kenora	367	437
Kingston	1,865	1,697
Kirkland Lake	621	749
Kitchener	2,097	1,598
Leamington	929	649
Lindsay	475	582
Listowel	174	146
London	3,786	3,286
Long Branch	3,035	2,669
Midland	369	325
Napanee	278	286
New Liskeard	267	367
Newmarket	923	1,263
Niagara Falls	1,328	1,113
North Bay	1,102	763
Oakville	512	711
Orillia	775	516
Oshawa	4,500	3,062
Ottawa	5,925	3,392
Owen Sound	968	958
Parry Sound	245	294
Pembroke	859	893
Perth	458	452
Peterborough	2,114	2,492
Picton	141	130
Port Arthur	1,989	2,038
Port Colborne	650	478
Prescott	465	444
Renfrew	339	285
St. Catharines	2,767	2,910
St. Thomas	747	746
Sarnia	1,873	2,281
Sault Ste. Marie	1,990	2,107
Simcoe	1,113	824
Sioux Lookout	.....	129
Smiths Falls	382	444
Stratford	415	528
Sturgeon Falls	549	628
Sudbury	4,095	2,140
Tillsonburg	548	400
Timmins	1,365	1,530
Toronto	32,350	30,181
Trenton	893	656
Walkerton	389	396
Wallaceburg	265	521
Welland	2,054	1,900
Weston	3,224	2,636
Windsor	6,290	7,089
Woodstock	572	760

TABLE D-5—REGISTRATIONS FOR EMPLOYMENT, BY LOCAL OFFICE AREAS, AT JUNE 28, 1963

(Source: National Employment Service, Unemployment Insurance Commission)

Office	Registrations		Office	Registrations	
	(1) June 28, 1963	Previous Year June 29, 1962		(1) June 28, 1963	Previous Year June 29, 1962
Manitoba	**16,701**	**13,747**	**British Columbia**	**42,359**	**41,645**
Brandon	1,150	1,150	Chilliwack	960	1,305
Dauphin	717	599	Courtenay	522	541
Flin Flon	196	150	Cranbrook	517	837
Portage la Prairie	445	581	Dawson Creek	1,067	1,011
The Pas	251	260	Duncan	530	616
Winnipeg(3)	13,942	11,007	Kamloops	876	1,035
			Kelowna	728	556
Saskatchewan	**9,682**	**10,088**	Kitimat	96	96
Estevan	173	190	Mission City	840	825
Lloydminster	195	144	Nanaimo	738	702
Moose Jaw	833	798	Nelson	553	545
North Battleford	501	489	New Westminster	5,914	6,490
Prince Albert	1,240	1,083	Penticton	728	540
Regina	2,725	2,366	Port Alberni	584	622
Saskatoon	2,552	3,484	Prince George	1,280	1,398
Swift Current	337	308	Prince Rupert	800	638
Weyburn	158	166	Princeton	385	262
Yorkton	968	1,060	Quesnel	559	903
			Trail	690	570
Alberta	**23,804**	**21,927**	Vancouver	20,062	17,970
Blairmore	345	366	Vernon	751	844
Calgary	8,254	6,807	Victoria	2,883	3,013
Drumheller	292	320	Whitehorse	296	326
Edmonton	10,819	10,135			
Edson	195	390	**CANADA**	**389,172**	**357,308**
Grande Prairie	930	870			
Lethbridge	1,215	1,326	Males	261,541	237,747
Medicine Hat	868	823			
Red Deer	886	890	Females	127,631	119,561

(1) Preliminary subject to revision.

(2) Includes 147 registrations by the Magdalen Islands local office.

3) Winnipeg includes Sioux Lookout as of November 1, 1962.

E—Unemployment Insurance

Unemployment insurance statistics are concerned with numbers of persons covered by insurance and claimants for benefit at Unemployment Insurance Commission local offices. The data are compiled in the Unemployment Insurance Section, DBS, from information supplied by the UIC. For further information regarding the nature of the data see Technical Note, page 439, May issue.

TABLE E-1—ESTIMATES OF THE INSURED POPULATION UNDER THE UNEMPLOYMENT INSURANCE ACT

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

End of:	Total	Employed	Claimants
1963—April	4,146,000	3,580,100	565,900*
March	4,223,000	3,537,700	685,300*
February	4,246,000	3,525,500	720,500*
January	4,241,000	3,537,900	703,100*
1962—December	4,212,000	3,620,000	592,000*
November	4,094,000	3,719,800	374,200*
October	3,991,000	3,746,900	244,100
September	3,977,000	3,779,200	197,800
August	3,995,000	3,796,300	198,700
July	3,976,000	3,764,000	212,000
June	3,954,000	3,739,700	214,300
May	3,889,000	3,625,100	263,900
April	4,064,000	3,499,500	564,500

*By virtue of seasonal benefit class B, the claimant count during the seasonal benefit period may include a number of persons who were not represented in the insured population since last May. This explains, in part, unequal variations in the month-to-month movement of the employed and claimants. An additional factor is that the number of claimants is ascertained by actual count, in local offices across Canada, whereas the employed figure is an estimate.

TABLE E-2—CLAIMANTS CURRENTLY REPORTING TO LOCAL OFFICES BY NUMBER OF WEEKS ON CLAIM, PROVINCE AND SEX, AND PERCENTAGE POSTAL, MAY 31, 1963

(Counted on last working day of the month)

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

Province and Sex	Total claimants	Number of weeks on claim (based on 20 per cent sample)				Percentage Postal	May 31, 1962 Total claimants
		1–4	5–13	14–26	27 or more*		
Canada	270,892	86,651	84,780	70,748	28,713	36.1	263,862
Male	185,998	59,520	61,463	47,477	17,538	39.8	181,219
Female	84,894	27,131	23,317	23,271	11,175	27.8	82,643
Newfoundland	8,518	1,746	2,954	3,072	746	71.5	9,885
Male	7,611	1,524	2,727	2,755	605	72.4	8,781
Female	907	222	227	317	141	63.7	1,104
Prince Edward Island	1,101	303	308	391	99	61.6	919
Male	740	211	197	262	70	69.2	607
Female	361	92	111	129	29	46.0	312
Nova Scotia	14,277	3,468	4,669	4,467	1,673	46.7	14,736
Male	11,157	2,820	2,789	3,479	1,069	47.1	11,874
Female	3,120	648	880	988	604	45.2	2,862
New Brunswick	13,558	3,502	4,750	4,091	1,215	59.3	12,386
Male	10,640	2,816	4,168	2,952	704	61.4	9,711
Female	2,918	686	582	1,139	511	51.7	2,675
Quebec	86,284	28,425	27,915	21,330	8,614	33.8	80,528
Male	62,054	19,714	21,139	15,849	5,352	37.4	57,346
Female	24,230	8,711	6,776	5,481	3,262	24.5	23,182
Ontario	81,248	28,879	23,321	19,665	9,383	25.5	79,848
Male	50,045	18,248	14,716	11,467	5,614	26.4	48,923
Female	31,203	10,631	8,605	8,198	3,769	24.1	30,925
Manitoba	12,820	3,852	4,014	3,800	1,154	34.7	12,570
Male	8,546	2,635	2,777	2,404	730	40.7	8,522
Female	4,274	1,217	1,237	1,396	424	22.5	4,048
Saskatchewan	6,138	1,561	1,741	1,974	862	47.2	6,669
Male	3,835	953	1,185	1,184	513	54.1	4,179
Female	2,303	608	556	790	349	35.8	2,490
Alberta	17,231	4,687	6,188	4,962	1,394	61.7	15,966
Male	12,037	3,329	4,626	3,299	783	66.2	11,199
Female	5,194	1,358	1,562	1,663	611	51.1	4,767
British Columbia	29,717	10,228	8,920	6,996	3,573	28.1	30,355
Male	19,333	7,270	6,139	3,826	2,098	32.5	20,077
Female	10,384	2,958	2,781	3,170	1,475	19.9	10,278

*The bulk of the cases in this group were on claim from 27–39 weeks.

Note: Values less than 50 subject to relatively large sampling variability.

TABLE E-3—INITIAL AND RENEWAL CLAIMS FOR BENEFIT, BY PROVINCE, MAY 1963

SOURCE: *Statistical Report on the Operation of the Unemployment Insurance Act*, DBS

Province	Claims filed at Local Offices			Disposal of Claims and Claims Pending at End of Month			
	Total*	Initial	Renewal	Total Disposed of†	Entitled to Benefit	Not Entitled to Benefit	Pending
Newfoundland	3,650	3,152	498	4,865	3,949	916	911
Prince Edward Island	530	444	86	780	646	134	82
Nova Scotia	4,735	3,706	1,029	5,576	4,554	1,022	909
New Brunswick	5,643	4,522	1,121	6,873	5,727	1,146	1,035
Quebec	40,288	27,725	12,563	43,794	34,790	9,004	11,382
Ontario	40,572	26,550	14,022	43,226	33,204	10,022	10,640
Manitoba	4,793	3,644	1,149	5,535	4,021	1,514	1,134
Saskatchewan	2,428	1,944	484	3,248	2,594	654	540
Alberta	6,539	4,629	1,910	8,349	6,465	1,884	1,873
British Columbia (incl. Yukon Territory)	13,733	9,380	4,353	15,043	10,895	4,148	3,083
Total, Canada, May 1963	122,911	85,696	37,215	137,289	106,845	30,444	31,589
Total, Canada, April 1963	175,594	125,017	50,577	190,717	163,112	27,605	45,967
Total, Canada, May 1962	138,439	92,945	45,494	153,463	119,826	33,637	31,384

*In addition, revised claims received numbered 41,359.

†In addition, 42,678 revised claims were disposed of. Of these, 3,604 were special requests not granted and 2,782 appeals by claimants. There were 9,341 revised claims pending at the end of the month.

TABLE E-4—BENEFIT PAYMENTS, BY PROVINCE, MAY 1963

SOURCE: *Statistical Report of the Operation of the Unemployment Insurance Act*, DBS

Province	Weeks Paid*	Amount of Benefit Paid
Newfoundland	92,198	2,267,884
Prince Edward Island	14,226	308,389
Nova Scotia	102,673	2,288,579
New Brunswick	110,382	2,528,299
Quebec	574,370	13,455,837
Ontario	448,214	10,647,621
Manitoba	84,729	2,016,537
Saskatchewan	48,967	1,153,007
Alberta	97,117	2,499,771
British Columbia (including Yukon Territory)	159,752	3,980,688
Total, Canada, May 1963	1,705,628	41,146,612
Total, Canada, April 1963	2,328,024	57,583,100
Total, Canada, May 1962	1,893,197	45,409,414

*"Weeks paid" represents the total of complete and partial weeks of benefit paid during the month.

TABLE E-5—UNEMPLOYMENT INSURANCE FUND

STATEMENT OF REVENUE AND EXPENDITURE FOR THE PERIOD 1 JULY 1941 TO 31 MARCH 1963

SOURCE: Unemployment Insurance Commission

FISCAL YEAR ENDED MARCH 31	REVENUE							EXPENDITURE			BALANCE
	CONTRIBUTIONS (Gross less refunds)		Penalties	Interest on Investments	Profit or loss on Sale of Securities	Less Interest Paid on Loans	TOTAL NET REVENUE	BENEFIT PAYMENTS			BALANCE IN FUND
	Employer & Employee	Government						Ordinary	Seasonal	Total	
	$	$	$	$	$	$	$	$	$	$	$
To 1956	1,569,863,590.12	313,982,080.41	250,317.92	195,986,733.10	P. 1,109,057.58	.....	2,081,191,779.13	1,137,191,123.43	(2)89,802,137.11	1,226,993,260.54	854,198,518.59
1957	188,001,489.34	37,578,449.77	43,826.63	27,063,498.80	L. 1,024,412.77	.....	251,671,851.77	201,196,193.03	30,099,525.67	231,295,718.70	874,574,561.66
1958	192,395,408.61	38,484,149.23	46,685.92	27,957,894.99	L. 4,182,335.04	.....	254,701,803.71	327,907,809.48	57,168,521.02	385,076,330.50	744,200,124.87
1959	185,487,041.58	37,097,408.31	47,735.63	21,725,096.30	L. 10,115,171.51	.....	234,242,110.31	362,155,761.67	116,475,316.00	478,631,007.67	499,811,157.51
1960	228,615,701.68	45,723,140.33	51,775.86	16,854,856.16	L. 8,413,691.50	1,516,639.71	281,315,142.82	320,969,852.46	94,264,214.92	415,234,067.38	365,892,232.95
1961	275,272,961.38	55,054,592.27	62,793.32	9,979,811.57	L. 7,268,567.88	403,246.60	332,698,344.06	406,727,775.91	107,177,948.44	513,905,724.35	184,684,852.66
1962	277,788,764.47	55,557,752.89	90,050.21	6,799,614.50	L. 622,423.70	2,961,119.85	336,652,638.52	352,328,227.31	102,411,212.08	454,739,439.39	66,598,051.79
TOTAL	2,917,424,957.18	583,486,573.21	593,185.49	306,367,505.42	L. 30,517,544.82	4,881,006.16	3,772,473,670.32	3,108,476,743.29	597,398,875.24	3,705,875,618.53	66,598,051.79
April	19,660,089.95	3,942,768.59	6,726.15	144,965.75	.....	.....	23,754,550.44	34,163,174.00	17,492,882.36	51,656,056.36	38,696,545.87
May	22,058,972.86	4,415,247.16	8,029.93	81,780.82	.....	.....	26,564,030.77	31,283,662.89	14,125,751.00	45,409,413.89	19,851,162.75
June	23,021,429.30	4,415,616.48	7,831.89	56,979.46	.....	.....	27,501,857.13	17,847,141.42	862,040.00	18,709,181.42	28,643,838.46
July	25,871,353.65	5,098,253.73	8,442.59	117,640.40	.....	.....	31,095,690.37	14,461,862.80	49,693.00	14,511,555.80	45,227,973.03
August	25,029,471.22	5,266,940.06	8,799.81	178,626.70	.....	.....	30,483,837.79	15,866,722.40	11,324.00	15,878,046.40	59,833,764.42
September	23,512,929.04	4,700,632.33	8,376.25	224,869.88	.....	.....	28,446,807.50	12,657,379.98	6,821.00	12,664,200.98	75,616,370.94
October	24,803,028.84	4,961,834.36	10,044.48	291,027.37	.....	.....	30,065,935.05	15,748,853.61	4,865.00	15,753,718.61	89,928,587.38
November	24,368,095.73	4,876,035.37	10,238.92	333,890.42	.....	.....	29,588,260.44	18,931,161.63	2,508.00	18,933,672.63	100,583,175.19
December	24,283,663.65	4,823,110.29	8,121.35	363,845.90	.....	.....	29,478,741.19	26,078,540.65	5,008,049.71	31,086,590.36	98,975,326.02
January	25,839,478.33	5,202,356.77	8,313.55	337,486.28	.....	.....	31,387,634.93	45,296,079.32	13,263,816.37	58,559,895.69	71,803,065.26
February	21,800,585.06	4,358,127.96	8,313.56	214,465.74	.....	.....	26,381,492.32	42,734,599.93	16,007,118.18	58,741,718.11	39,442,839.47
March	26,180,984.10	5,225,093.24	10,244.82	120,787.66	.....	.....	31,537,109.82	43,050,192.56	18,236,928.38	61,287,120.94	9,692,828.35
Sub-Total	(1)286,430,081.73	57,286,016.34	103,483.30	2,466,366.38	.....	.....	346,285,947.75	318,119,374.19	85,071,797.00	403,191,171.19	9,692,828.35
TOTAL	3,203,855,038.91	640,772,589.55	696,668.79	308,833,871.80	L. 30,517,544.82	4,881,006.16	4,118,759,618.07	3,426,596,117.48	682,470,672.24	4,109,066,789.72	9,692,828.35

(1) STAMPS $100,494,982.26 METER $18,651,201.88 BULK $167,283,897.59 TOTAL $286,430,081.73

(2) SUPPLEMENTARY BENEFIT TO 31 DECEMBER 1955.

SENIOR ADMINISTRATORS

are required

by the Department of Labour

To assume responsibility for the administration of the new Manpower Consultative Service.

Six positions will be filled carrying a salary range from $8,310 to $15,800 per annum.

The Manpower Consultative Service will be responsible for the development of manpower adjustment programs necessitated by technological change within Canadian industry.

The more senior positions will require evidence of familiarity with methods of research as well as knowledge of the impact of technological change in industry and experience in the field of industrial relations.

Qualifications

—University graduation in one of the social sciences and many years' specialization in manpower analysis, industrial relations, personnel or related work at a senior level in industry, trade unions, university or government organizations, or in a consulting capacity.

—At least one of the two more senior positions requires satisfactory knowledge of both French and English.

Applications should be sent to the Civil Service Commission, Ottawa 4, referring to Competition No. 63-526.

F—Prices

TABLE F-1—TOTAL AND MAIN COMPONENTS OF THE CONSUMER PRICE INDEX

1957 Weighted

(1949=100)

Calculated by the Dominion Bureau of Statistics

—	Total	Food	Housing	Clothing	Transportation	Health and Personal Care	Recreation and Reading	Tobacco and Alcohol
1959—Year	127.2	122.2	131.5	109.7	140.5	151.0	144.4	113.8
1960—Year	128.4	122.6	132.9	111.0	141.1	154.8	145.6	115.8
1961—Year	129.2	124.0	133.2	112.5	140.6	155.3	146.1	116.3
1962—Year	130.7	126.2	134.8	113.5	140.4	158.3	147.3	117.8
1962—July	131.0	127.0	135.1	112.9	140.7	158.4	147.8	117.9
August	131.4	128.4	135.1	112.7	140.8	158.2	147.8	118.0
September	131.0	126.8	135.2	113.3	140.3	158.2	147.6	118.0
October	131.5	127.2	135.4	115.6	139.9	160.0	147.8	118.0
November	131.9	127.7	135.6	116.0	140.6	159.8	148.2	117.8
December	131.9	127.8	135.7	115.8	140.2	159.8	148.2	117.8
1963—January	132.0	129.0	135.9	114.7	139.8	159.8	148.6	117.8
February	132.1	129.4	135.9	114.8	139.6	159.9	148.6	118.0
March	132.1	128.9	136.0	115.6	139.6	159.9	148.6	118.0
April	132.3	128.9	136.0	115.7	139.2	162.1	148.0	117.9
May	132.3	128.3	136.0	115.6	140.6	162.6	148.8	117.8
June	132.8	129.7	136.0	116.0	140.3	162.7	149.3	117.8
July	133.5	132.5	135.9	115.7	140.7	162.6	148.8	118.2

TABLE F-2—CONSUMER PRICE INDEXES FOR REGIONAL CITIES OF CANADA AT THE BEGINNING OF JUNE 1963

(1949=100)

	All Items			Food	Housing	Clothing	Transportation	Health and personal care	Recreation and reading	Tobacco and Alcohol
	June 1962	May 1963	June 1963							
St. John's Nfld.[1]	117.4	119.3	120.0	116.8	115.2	112.6	123.6	156.9	152.2	101.1
Halifax	129.6	131.3	132.0	126.4	134.9	125.9	138.9	163.6	165.7	124.5
Saint John	130.9	133.3	134.1	131.2	132.3	123.9	145.8	187.0	154.0	124.5
Montreal	130.5	132.1	132.8	135.3	135.2	108.6	159.5	169.5	143.7	118.7
Ottawa	131.7	133.1	133.8	130.6	137.5	120.4	152.8	169.1	142.8	123.9
Toronto	132.3	134.2	134.6	128.6	140.2	121.5	134.9	159.8	186.6	122.3
Winnipeg	129.1	129.4	130.1	129.9	128.6	120.8	134.1	174.8	139.0	120.3
Saskatoon-Regina	127.4	127.8	128.4	127.2	127.0	129.1	134.6	145.2	146.7	119.5
Edmonton-Calgary	125.9	127.1	127.6	124.5	127.1	124.4	129.6	163.9	145.1	119.5
Vancouver	129.4	131.5	131.8	130.2	135.1	119.4	139.9	150.6	149.4	120.9

N.B. Indexes above measure percentage changes in prices over time in each city and should not be used to compare actual levels of prices as between cities.

[1]St. John's index on the base June 1951=100.

G—Strikes and Lockouts

Statistical information on work stoppages in Canada is compiled by the Economics and Research Branch of the Department of Labour on the basis of reports from the Unemployment Insurance Commission. The first three tables in this section cover strikes and lockouts involving six or more workers and lasting at least one working day, and strikes and lockouts lasting less than one day or involving fewer than six workers but exceeding a total of nine man-days. The number of workers involved includes all workers reported on strike or locked out, whether or not they all belonged to the union directly involved in the disputes leading to work stoppages. Workers indirectly affected such as those laid off as a result of a work stoppage, are not included. For further notes on the series see page 103, January issue.

TABLE G-1—STRIKES AND LOCKOUTS, 1958-1963

Month or Year	Strikes and Lockouts Beginning During Month or Year	Strikes and Lockouts in Existence During Month or Year			
		Strikes and Lockouts	Workers Involved	Duration in Man-Days	
				Man-Days	Per Cent of Estimated Working Time
1958	251	259	111,475	2,816,850	0.25
1959	201	216	95,120	2,226,890	0.19
1960	268	274	49,408	738,700	0.06
1961	272	287	97,959	1,335,080	0.11
1962	290	311	74,332	1,417,900	0.11
1962: June	27	53	14,522	256,210	0.23
July	26	48	16,867	133,580	0.12
August	37	57	11,565	74,380	0.06
September	23	47	10,509	121,930	0.12
October	22	44	10,031	121,230	0.11
November	29	47	9,525	75,270	0.06
December	14	28	3,565	55,110	0.05
*1963: January	9	24	4,559	79,780	0.07
February	22	37	7,002	75,280	0.07
March	18	32	5,207	34,080	0.03
April	25	42	8,562	47,180	0.05
May	28	44	6,214	30,300	0.02
June	40	63	7,302	78,400	0.07

*Preliminary.

TABLE G-2—STRIKES AND LOCKOUTS, JUNE 1963, BY INDUSTRY

(Preliminary)

Industry	Strikes and Lockouts	Workers Involved	Man-Days
Forestry	1	120	720
Mines	5	1,034	7,660
Manufacturing	27	3,040	31,840
Construction	17	2,505	32,810
Transpn. & utilities	3	391	3,470
Trade	8	108	830
Finance	...	...	...
Service	2	104	1,070
Public administration	...	...	...
All industries	63	7,302	78,400

TABLE G-3—STRIKES AND LOCKOUTS, JUNE 1963, BY JURISDICTION

(Preliminary)

Jurisdiction	Strikes and Lockouts	Workers Involved	Man-Days
Newfoundland	4	174	2,730
Prince Edward Island	...	...	...
Nova Scotia	1	677	1,350
New Brunswick	...	...	...
Quebec	13	2,272	18,530
Ontario	38	3,610	47,060
Manitoba	...	...	...
Saskatchewan	1	150	600
Alberta	1	253	5,280
British Columbia	4	165	2,830
Federal	1	1	20
All jurisdictions	63	7,302	78,400

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JUNE 1963

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			June	Accumulated		
FORESTRY						
Henry Selin Forest Products, Nassau Lake, Ont.	Carpenters Loc. 2995 (AFL-CIO/CLC)	120 (6)	720	720	June 17 June 24	Removal of foreman, working conditions, safety, seniority in hiring, other grievances ~Return of some workers, replacement of others.
MINES						
Metal						
Solbec Copper Mines, Stratford Centre, Que.	Steelworkers Loc. 6256 (AFL-CIO/CLC)	172	3,870	15,790	Mar. 1	Wages, union security, other benefits in first agreement~
Mineral Fuels						
Dominion Coal No. 18 Colliery, New Victoria, N.S.	Mine Workers Loc. 7557 (Ind.)	677	1,350	1,350	June 4 June 6	Suspension of four workers for alleged refusal to perform work assignment~Normal operations resumed with exception of suspended workers.
MANUFACTURING						
Food and Beverages						
David & Frere, Montreal, Que.	Commerce Employees Federation (CNTU)	529	4,760	4,760	June 17	Wages, hours~
Textiles						
Moose River Mills, Acton Vale, Que.	Textile Worker's Union Loc. 1576 (AFL-CIO/CLC)	319	2,230	2,230	June 5 June 17	Wages, working conditions~ Wage increase, improved fringe benefits.
Clothing						
B.V.D. Company St.-Romuald, Que.	CNTU	264 (22)	790	790	June 6 June 11	Wages, union recognition~ 2c. an hr. or 5% on piece work, union recognized.
Wood						
Canada Flushwood Door, Terrebonne, Que.	Upholsterers Loc. 388 (AFL-CIO/CLC)	237	710	3,550	May 15 June 6	Wages, hours~5¢ an hr. increase 1st.-yr., 5¢ an hr. 2nd.-yr., 6¢ 3rd.-yr.; reduction in weekly hours from 50-48.
Furniture and Fixtures						
Ideal Upholstering, Montreal East, Que.	Upholsterers Loc. 402 (AFL-CIO/CLC)	415	2,490	2,490	June 5 June 13	Wages, hours, job reclassification, pension plan~3¢ an hr. increase on basic rate, 3¢ an hr. every six months to maximum of classification, new job classifications to be set with increased rates.
Paper						
Domtar Packaging, Toronto, Ont.	Chemical Workers Loc. 595 (AFL-CIO/CLC)	278 (13)	5,560	5,560	June 2 July 2	Wages, compulsory overtime, working conditions~ 6¢ an hr. across the board 1st.-yr. 4¢ an hr. 2nd.-yr.
Metal Fabricating						
Hart & Cooley Ltd., Fort Erie, Ont.	Steelworkers Loc. 3952 (AFL-CIO/CLC)	100	2,000	2,840	May 22	Wages, modified incentive bonus plan~
Transportation Equipment						
Northwest Industries, Edmonton, Cold Lake, and Namao, Alta.	Machinists Loc. 1579 (AFL-CIO/CLC)	253	5,280	5,420	May 31	Wages, seniority rights~
CONSTRUCTION						
Toronto & District Marble Tile & Terrazzo Contractor's Assoc., Toronto, Ont.	Bricklayers Loc. 31 (AFL-CIO/CLC) Terrazzo Workers' Helpers Loc. 56 (AFL-CIO)	556 (200)	9,480	9,590	May 31	Wages, retention of present system of hiring~
Toronto and District Trade Contractors' Assoc., Toronto, Ont.	Plasterers Loc. 117 (AFL-CIO/CLC)	253	4,300	4,300	June 6	Wages~
Kingston Builders' Exchange, Kingston and area, Ont.	I.B.E.W. Loc. 115 (AFL-CIO/CLC)	401	6,420	6,420	June 7	Wages in a new agreement~
Ottawa Builders' Exchange, Ottawa, Ont.	Labourers Loc. 527 (AFL-CIO/CLC)	525	6,830	6,830	June 10 June 27	Wages~Wage increase of 10¢ an hr. immediately, 7¢ May 1964, 8¢ Nov. 1964.

TABLE G-4—STRIKES AND LOCKOUTS INVOLVING 100 OR MORE WORKERS, JUNE 1963

(Preliminary)

Industry — Employer — Location	Union	Workers Involved	Duration in Man-Days		Starting Date — Termination Date	Major Issues ~ Result
			June	Accumulated		
Several general contractors, Ottawa, Ont.	Bricklayers Loc. 7 (AFL-CIO/CLC)	330	3,300	3,300	June 17	Closed shop clause in agreement~
Poole Construction, Saskatoon, Sask.	Labourers Loc. 890 (AFL-CIO/CLC)	150	600	600	June 25	Non-union sub-contractor~
TRANSPN. & UTILITIES						
Transportation						
Several automobile dealers, Toronto, Ont.	Teamsters Loc. 847 (Ind.)	148	3,330	20,940	Feb. 6	Union security, voluntary dues check-off~
Gibsco Transport, Hamilton, Ont.	Teamsters Loc. 879 (Ind.)	242	120	120	June 5 June 5	Union recognition~Pickets withdrawn.

Figures in parentheses indicate the number of workers indirectly affected.